



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

OCTOBER 15, 2024

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 Father Karl Bergin of Catholic Church of the Epiphany
2. Pledge of Allegiance
3. Roll Call
4. Storm Update

B. RECOGNITION AND PROCLAMATIONS

5. Florida City Government Week Proclamation
6. Red Ribbon Week Proclamation - Volusia Young Marines

C. CONSENT AGENDA

7. Public Comments on Consent Agenda Items Only
8. Agenda Approval
9. Approval of Minutes
 - a. September 24, 2024 - Special City Council Meeting
 - b. October 1, 2024 - Regular City Council Meeting
10. Bid Awards and Contract Items
 - a. Approval of Change Order No.1 to Task Authorization No. 3 with Mead and Hunt, Inc.
 - b. Approval of License Agreement for Tanglewood Estates Mobile Home Park for Existing Improvements in the Right-of-Way
 - c. Approval of First Amendment to the Lease Agreement with Volusia County for the Port Orange Library

- d. Approval of Task Authorization No. 3 for design services for Willow Run Park with Hall and Ogle Architects, Inc

11. Resolution No. 24-28 - Partial Vacation of Utility Easement at 1551 Dunlawton Avenue (Home Depot)

12. Resolution No. 24-43 - Ratification of all Emergency Action Taken for Hurricane Helene

D. PUBLIC PARTICIPATION (Agenda)

13. Tomorrow Needs You First Responders Volusia County - Presentation of Awards

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

F. COUNCIL COMMENTS

14. Comments/Concerns from Council Members

G. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

15. Citizen Advisory Committee for TPO

16. Parks and Recreation Advisory Board Report

H. PUBLIC HEARING

17. First Reading - Ordinance No. 2024-18 - First Amendment to the Angler's Cove PUD Master Development Agreement (Case No. PRZA-24-0007)

18. Riveryard Development/Bristol Amendments

- a. First Reading - Ordinance No. 2024-19 - Second Amendment to the Riveryard Master Development Agreement (Case No. PRZA-24-0006)

- b. First Reading - Ordinance No. 2024-23 - Amending Code of Ordinances Chapter 6, Article 1 - Alcoholic Beverages

- c. Third Amendment to the Contract for Sale of Riverwalk Property to Bristol Port Orange Partners, LLC

19. First Reading - Ordinance No. 2024-20 - Land Development Code (LDC) Amendment/Chapter 20 - Relating to Eligibility for Economic Development Incentives

I. REGULAR AGENDA

20. First Reading - Ordinance No. 2024-21 - Amendment to Chapter 54, Article V, Police Pension Fund of the Code of Ordinances

21. First Reading - Ordinance No. 2024-22 - Amendment to Chapter 54, Article IV, Fire & Rescue Pension Fund of the Code of Ordinances

J. ADDITIONAL ITEMS

22. City Attorney

23. City Manager

K. COUNCIL COMMITTEE REPORTS

24. City Council Committee Reports

a. First Step Shelter - Mayor Don Burnette

b. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette

L. ADJOURNMENT

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



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



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

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

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

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

SAMPLE PROCLAMATION

Whereas, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

Whereas, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marines of the Marine Corps League to foster a healthy, drug-free lifestyle; and

Whereas, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

Whereas, the red ribbon has been chosen as a symbol commemorating the work of Enrique "Kiki" Camarena, a Drug Enforcement Administration agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and

Whereas, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

Whereas, October 23-31 has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment;

Now, Therefore, I, (name of official), (title of official) do hereby proclaim October 23-31 as **RED RIBBON WEEK** in **(municipality or state)**, and urge all citizens to join me in this special observance.

SPECIAL CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 24, 2024

THE SPECIAL CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:00 p.m.

Silent Invocation

Pledge of Allegiance

Roll Call

Present:

Councilman Tracy Grubbs
Vice Mayor Scott Stiltner
Mayor Don Burnette

Absent:

Councilman Drew Bastian
Councilman Jonathan Foley

Also Present:

City Attorney Matt Jones
City Manager Wayne Clark
Deputy City Clerk Tracee Cody

DISCUSSION / ACTION

4. Resolution No. 24-41 - Declaring a Local State of Emergency - Tropical Storm Helene

Matt Jones, City Attorney, read Resolution No. 24-41.

RESOLUTION NO. 24-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, DECLARING A STATE OF LOCAL EMERGENCY; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXERCISE EMERGENCY MANAGEMENT POWERS; RATIFYING ALL ACTIONS TAKEN IN PREPARATION FOR POTENTIAL TROPICAL CYCLONE NINE (ANTICIPATED HURRICANE HELENE); AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 24-41
declaring a local state of emergency for

Tropical Storm Helene was made by Vice Mayor Scott Stiltner and seconded by Councilman Tracy Grubbs. Motion carried unanimously by roll call vote.

ADJOURNMENT – 6:01 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, MMC
City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
OCTOBER 1, 2024

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

Invocation by Pastor Sheila Turner of A Touch of HIS Hem Ministries

Pledge of Allegiance

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

RECOGNITION AND PROCLAMATIONS

4. Domestic Violence Awareness Month Proclamation

Mayor Don Burnette read the proclamation for Domestic Violence Awareness Month and presented it to Odetta Horruitiner, Port Orange Police Department's Victim's Advocate Coordinator.

CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only

There were none.

6. Agenda Approval

There were no changes requested by Council.

Motion to approve the agenda as presented was made by Vice Mayor Scott Stiltner and seconded by Councilman Drew Bastian. Motion carried unanimously by voice vote.

Regular City Council Meeting

October 1, 2024

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7. Approval of Minutes

a. September 17, 2024 - Regular City Council Meeting

b. September 18, 2024 - Special City Council Meeting

8. Bid Awards and Contract Items

a. Approval of the Revised Municipal Transport Program with Volusia

County

9. Approval of Major Special Event Request for Biketoberfest 2024 for The Doghouse Bar and Grill at 3400 S. Nova Road

10. Approval of Major Special Event Request for Biketoberfest 2024 for Winners Pub at 5934 Ridgewood Ave.

11. Approval of Bicycle Rodeo Community Event with Bike/Walk Central Florida

12. Approval of an Easement with Florida Power & Light Company ("FPL") for LED Lighting at the Port Orange Skate Park

13. Resolution No. 24-40 - Approval of Comprehensive Emergency Management Plan

Motion to approve the Consent Agenda as presented was made by Vice Mayor Scott Stiltner and seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Barbara Ann Heegan, CEO and President of Port Orange/South Daytona Chamber of Commerce, thanked City staff for their participation with Government Day and had the Chamber's leadership class of 2024 in attendance.

COUNCIL COMMENTS

14. Comments/Concerns from Council Members

Councilman Tracy Grubbs commented on the areas and lives affected by Hurricane Helene. He thanked the leadership class for coming and reminded residents of the Port Orange Family Days event. Councilman Grubbs also spoke on his vision of parks being connected by trails for pedestrians and bicyclists.

Vice Mayor Scott Stiltner spoke on the passing of Patricia (Pat) LaMountain, a Volunteer in Police Service (VIPS), and read her obituary. He also mentioned the 321 Society walk will be held on Saturday at Riverwalk Park which supports children with Down Syndrome. Lastly, he spoke on the importance of residents having an emergency kit to sustain themselves through storms and natural disasters.

Mayor Don Burnette encouraged residents to attend Port Orange Family Days.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

15. Golf Advisory Board Appointment

An unfinished term was created on the Golf Advisory Board due to a resignation. Two applicants were interested in the position. Gary Brideau, applicant, introduced himself and his interest in serving on the Golf Advisory Board. Karen Jaskolka, applicant, wasn't able to attend.

Motion to appoint Gary Brideau to serve on the Golf Advisory Board was made by Vice Mayor Scott Stiltner and seconded by Councilman Tracy Grubbs. Motion carried unanimously by voice vote.

REGULAR AGENDA

16. Discussion on Legislative Priorities for 2025

Robin Fenwick, Assistant City Manager, provided a presentation on Legislative Priorities for 2025 and briefly explained the legislative process.

Vice Mayor Scott Stiltner and Mayor Don Burnette suggested requesting support for the project in Ponce Inlet . Mrs. Fenwick explained the infrastructure is owned by Port Orange and we will be asking Ponce Inlet for written support to submit with the project packet.

Wayne Clark, City Manager, explained that Port Orange owns and operates the facility and why Port Orange chose this project for appropriations. Even though it might not be a top priority for Port Orange, it meets the goals of the Legislators and is more likely to receive funding.

Jim Cameron, with Jim Cameron Consulting, commended staff on preparation of the projects and legislative priorities and the lobbyist, Sean Pittman.

ADDITIONAL ITEMS

17. City Attorney

There was nothing further.

18. City Manager

There was nothing further.

Regular City Council Meeting

October 1, 2024

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Mayor Don Burnette had the Leadership Class of 2024 introduce themselves and the businesses they represent.

ADJOURNMENT – 7:24 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/15/2024

SUBJECT: (C10a) Approval of Change Order No.1 to Task Authorization No. 3 with Mead and Hunt, Inc.

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Change Order No. 1 to Task Authorization No. 3 with Mead and Hunt, Inc. and authorize Mayor and City Clerk to sign all necessary documents.

SUMMARY: The Engineering Department requests approval of Change Order No. 1 to Task Authorization No. 3 with Mead and Hunt, Inc. in the amount of \$93,000; revised agreement not to exceed \$337,355.41 and to authorize an additional 365 days to the Final Completion date.

On August 25, 2021, the Florida Department of Environmental Protection (FDEP) issued a Consent Order (OCG Case No. 21-0734) to the City identifying two violations of the Wastewater Permit associated with the operation of the City of Port Orange Water Reclamation Facility (WRF). One of the violations was for exceeding the Total Suspended Solids (TSS) limits at the reclaimed lake discharge point identified as EFD-2 for D-002 in the permit. The other violation was for exceeding the annual average discharge flow of 0.999 million Gallons per Day (MGD) for surface water discharge, which is the sum of discharges from D-001 (River Discharge) and D-002 (Wetlands at Reclaimed Lakes Discharge).

Mead & Hunt completed an evaluation of the effluent disposal system and identified the cause(s) of the violations listed in the Consent Order as part of **Phase I** of the Compliance Plan. Additionally, Mead & Hunt prepared an Engineering Report which included a scope of work and schedule for corrective actions submitted to FDEP. To satisfy the violation for exceeding the permitted annual average discharge, a spray field located near the reclaimed water reservoirs was proposed. The spray field location was selected due to its proximity to existing reclaimed water infrastructure. As part of determining how much disposal capacity the spray field would have, soil borings were done to determine the soil classifications and the depth to groundwater. The geotechnical results revealed that the location of the proposed spray field had a high groundwater table, making it not unsuitable as a spray field to address the flow violations. Due to these unfavorable conditions, the submitted Phase I Compliance Plan was revised and resubmitted to the (FDEP).

Phase II of the Compliance plan included recommending alternatives to reduce the annual average flow rate for D-001. These alternatives include the construction of a new or expanded reservoir for additional wet weather storage, a new Aquifer Storage and Recovery (ASR) well located on or near the Water Reclamation Facility on Oak St or increasing the volume of the existing reclaimed water reservoirs by raising the existing berms and overflow elevations. After consideration of the three alternatives, the city chose the third alternative of raising the elevations of the berms on the existing lake to gain the needed additional wet weather storage to satisfy the Consent Order. Mead & Hunt prepared the requisite level of design of the selected alternative to satisfy and address the requirements of the FDEP Consent Order.

Phase III of the Compliance plan was for the design and permitting of the selected alternative from Phase II. Based on meetings with FDEP staff along with the recommendations of Mead & Hunt, the following improvements will be designed as part of this phase.

- Raising the berm elevation of Lake B to the same elevation as Lake A to provide additional wet weather reclaimed storage. (Approximately 25 million gallons)
- Investigation and repair of the existing suction line in Lake A that feeds the existing disk filter
- Rehabilitate the existing disk filter at the Reclaimed Reservoir site. Damage to the existing filter was caused by the lake suction intake pulling in sand from the lake bottom and then being pumped through the filter.

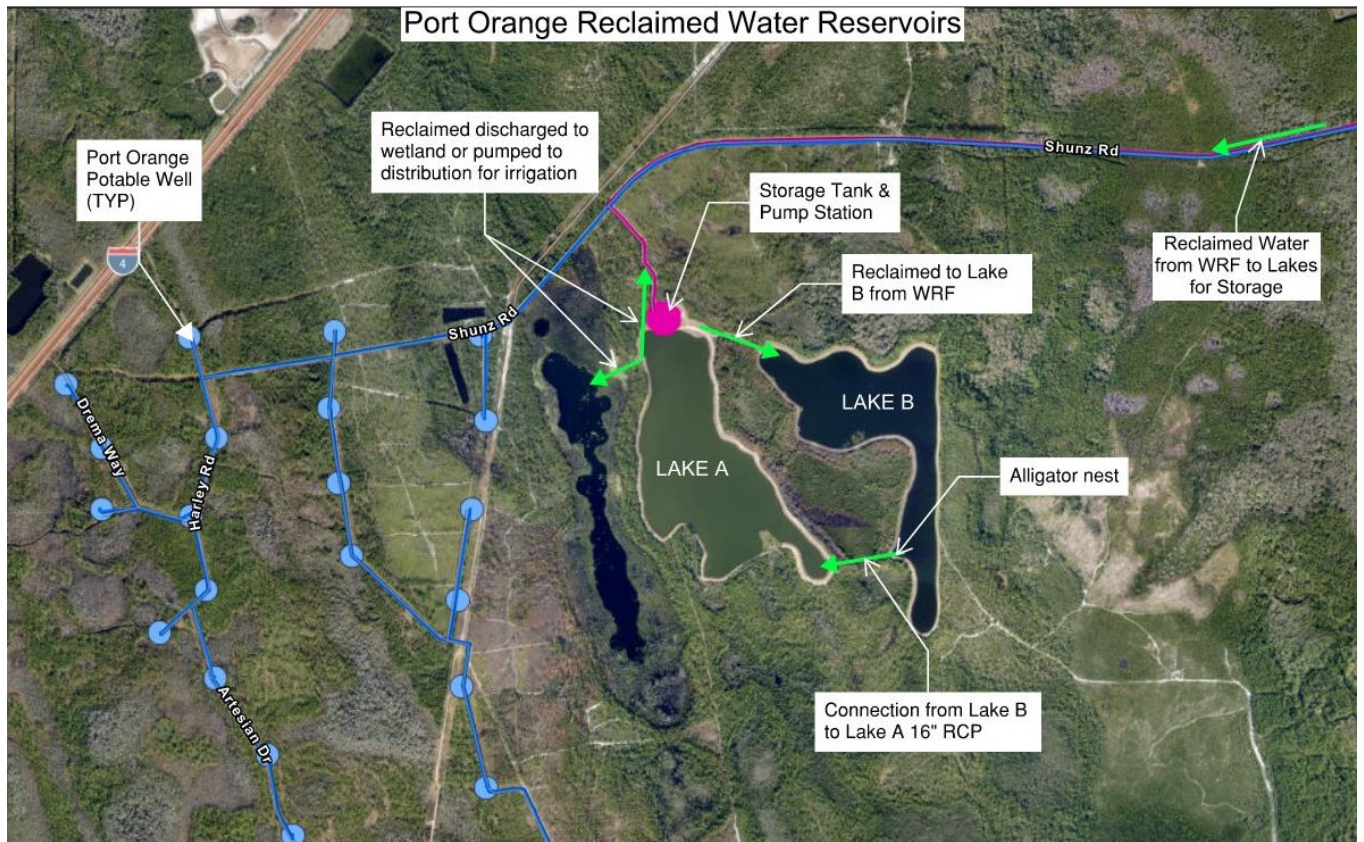
These proposed improvements to the reclaimed reservoirs, once constructed, will satisfy both violations of the Consent Order.

While reviewing the project with operational staff, it was brought to our attention that the 16-Inch Reinforced Concrete Pipe (RCP) connection between Lake B and Lake A has become clogged with debris from a nesting alligator multiple times in the last two or three years. Additionally, staff brought to our attention that the communications between the pump station at the lakes and the Water Reclamation Facility had become non-reliable due to some outdated communications equipment.

This Change Order to TA No. 3 with Mead & Hunt is for additional engineering design services to replace the 16" RCP between Lake B and Lake A with a trapezoidal ditch. Changes will also include improvements to the Intake Pump Station, the Effluent Pump Station controls and communications equipment. The primary change involves adding a new open ditch to replace the existing pipe. The open ditch will enable proper maintenance and insure flow from Lake B to Lake A under all scenarios. Reliability will be increased, and maintenance will be decreased.

Change Order No. 1 will provide an additional \$93,000; revised Task Authorization not to exceed \$337,355.41 and will add 365 days to the final completion date. The Final Completion date will move from October 19, 2024 to October 19, 2025.

The project, including the amount of this change order, is funded in the current Fiscal Year (FY24) Capital Improvements Program - Project Number PU003 Reclaimed Lakes Improvements.



PRESENTER: Junos Reed

ATTACHMENTS:

1.	Mead and Hunt - CO 1 to TA 3 - Reclaim Reservoir Imp	Mead and Hunt - CO 1 to TA 3 - Reclaim Reservoir Imp.pdf
2.	2024.08.30_Reclaimed Water Reservoir Scope Change	2024.08.30_Reclaimed Water Reservoir Scope Change.pdf
3.	EXECUTED Mead and Hunt Task 3 - Reclaim Reservoir Impv	EXECUTED Mead and Hunt Task 3 - Reclaim Reservoir Impv.pdf
4.	EXECUTED Mead and Hunt Contract CA7761	EXECUTED Mead and Hunt Contract CA7761.pdf
5.	NTP- Mead Hunt TA3_0001	NTP- Mead Hunt TA3_0001.pdf
6.	Mead and Hunt - Human Trafficking Affidavit 9.10.2024	Mead and Hunt - Human Trafficking Affidavit 9.10.2024.pdf
7.	Mead Hunt Inc (RFSQ 21-03) ALL 7.1.25 Prop PL 7.1.25	Mead Hunt Inc (RFSQ 21-03) ALL 7.1.25 Prop PL 7.1.25.pdf

Julia Wiggins
Richard Colby
Junos Reed
John McKinney
Matthew Jones
Wayne Clark

Created/Initiated - 9/19/2024
Approved - 9/19/2024
Approved - 9/26/2024
Approved - 9/30/2024
Approved - 10/4/2024
Final Approval - 10/6/2024

CHANGE ORDER NO. 1
To Task Authorization No 3, dated February 7, 2023
MEAD AND HUNT, INC., Contractor

Project: Task Authorization NO 3 as it relates to the Reclaimed Water Reservoir Improvement Project

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$244,355.41	Original Contract Times: Completion: 600 days (NTP issued 2/22/2023) *via E-Mail completion is 10/19/24
Net changes from previous Change Order: N/A	Changes in contract time from previous Change Orders: N/A
Contract Price prior to this Change Order: \$244,355.41	Contract Completion Date prior to this Change Order: October 19, 2024
Net Increase (decrease) of this Change Order: No. 1 \$93,000.00	Changes in contract time requested this Change Order: No. 1 365 days
Contract Price with all approved Change Orders: \$337,355.41	Contract Times with all approved Change Orders: Final Completion: October 19, 2025

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover the work performed under Task Authorization No 3 under the Master Contract for Engineering Services entered into by and between the parties on February 7, 2023.
- II. REQUIRED CHANGES: Change Order is necessary to provide additional funding to cover the cost of scope changes requested by the City Engineer and to provide an additional 365 days to the final completion date. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: Due to scope of work changes requested by the City Engineer. This scope change will also need an additional 365 days added to the Final Completion date.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms Task Authorization No 1 under the Master Contract for Engineering Services subject to a limit up to but not to exceed \$93,000.00; revised amount of \$337,355.41. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:
RICHARD COLBY
Department Project Manager

ACCEPTED BY:
BRAD BLAIS, PE
Mead and Hunt, Inc.

By: _____
Richard Colby, Construction Manager

By: _____
Brad Blais, PE Vice President/Client
Manager

Date Signed: _____

Date Signed: _____

RECOMMENDED BY:
N/A
City's Representative

RECOMMENDED BY:
N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Junos Reed, City Engineer

Date Signed: _____

City Manager

By: _____
Wayne Clark, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Donald O. Burnette, Mayor

Robin L. Fenwick, MMC, City Clerk

Date Signed: _____

Date Signed: _____



Scope change proposal

Project Name: Reclaimed Water Reservoir
Improvements

Client: City of Port Orange

Project Location: Port Orange

Client representative: Junos Reed, PE

Project number: 1000715-221112.01

Mead & Hunt Manager: Meifa Chen, PE

Date: 8/30/2024

Mead & Hunt, Inc. phone: (386) 761-6810

1. Client hereby authorizes the following changes to the initially approved scope of work:
 - Replace the existing 16" RCP between Lake B and Lake A with a trapezoidal ditch. The ditch will have a 5 ft wide bottom and 4:1 side slope. There will be 48" round culverts on both ends of the ditch. There will be a 12' wide maintenance berm on the north side of the ditch.
 - Improvements to Intake Pump Station:
 - Modify the rectangular weir to a steel V-notch weir
 - Install Radar level sensor
 - Replace the starters - may be external or internal to the local control panel
 - Provide remote I/O panel
 - Provide fiber optic cabling from the HSPS room to the control panel.

Notes:

1. The City does not want VFDs on the pumps, and emergency floats and generator receptacle.
2. The City wants to continue routing Intake PS pumps to the effluent PS, which pumps to the GST.

- Improvements to Effluent Pump Station:
 - Replace the starter - may be external or internal to the local control panel
 - Provide remote I/O panel
 - Provide fiber optic cabling from the HSPS room to the control panel.
- Improvements to Yard Piping:
 - Two filter bypasses: one between Intake PS discharge and GST and one between Intake PS discharge and Effluent PS to bypass the filter.
 - Add a flow meter to GST discharge to the lakes to record flow to Lake B.
 - Add two (2) electric motorized valve actuators to two existing valves.

2. The effect of these changes in the scope of work is as follows:

a. Schedule: Proposed changes will increase project duration. See Item 5 for revised schedule.

- The new ditch will dramatically improve the system, but it will entail additional wetland impacts and Gopher tortoise relocation in the disturbed area. The Consultant has no control over permit agency schedules and proposes that 'substantial completion' shall be reached upon completing plans, specifications and submitting complete applications to regulatory agencies.
- This scope does not include the Gopher tortoise relocation which cannot occur until 90 days prior to construction. This will be a separate work authorization with Mead & Hunt, or independent authorization to a biologist/ecologist.

3. The reasons for these changes in the scope of work are as follows:

- The primary change involves adding a new open ditch to replace the existing pipe. The open ditch will enable proper maintenance and insure flow from Lake B to Lake A under all scenarios. Reliability will be increased and maintenance will be decreased.

4. Additional in Mead & Hunt fees: See below breakdown.

- Additional Mead & Hunt Fees (Lump sum) = \$66,000
- Additional Sub-consultant fees (Billed actual cost + 10%) = \$27,000
- Total Additional Fees = **\$93,000**

5. Revised design completion date: 1/31/2025
6. Project manager's comments: Completion date reflects complete submittal of plans, specifications and submittal to applicable permitting agencies.

Mead & Hunt, Inc. shall commence work on this change as soon as it receives this signed document by delivery, regular mail, fax or e-mail.

This change in work or scope change is in conformance with the Master Contract for Engineering Services RFSQ 21-03 Professional Engineering Services for Public Works, Utilities, and Environmental Services Dated January 18, 2022 between the City of Port Orange (CITY) and Mead & Hunt, Inc. (MEAD & HUNT).

For: MEAD & HUNT, INC.

For: CITY OF PORT ORANGE

By:



By:

Name: Brad Blais, PE

Name:

Title: Vice President/Client Manager

Title:

*The above person is authorized to sign for Client
and bind the Client to the terms hereof.*

Date:

Date:

Approval:

Approval

*required if signature above is not authorized to sign
contracts*

TASK AUTHORIZATION NO. 3
Master Contract for Professional Engineering Services for
Public Works, Utilities and Environmental Services
dated January 18, 2022,
Between the City of Port Orange, Florida and Mead and Hunt, Inc.

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

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

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to the Reclaimed Water Reservoir Improvements, and as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "3."**

3. Engineer shall complete the services to be provided herein and the Compliance Plan shall be completed no later than **600 days** from the date of issuance of a written Notice to Proceed by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1," attached hereto and made a part hereof, subject to a limit not to exceed **\$244,355.41**. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. *Truth-in-Negotiations*

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

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

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

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

Witnesses:

MEAD AND HUNT, INC.


Printed Name: Denis Pigott

By:


Brad Blais, Vice President


Printed Name: Karen Gimbel

Date:

1/27/23

Witnesses:

CITY OF PORT ORANGE

Cody
Printed Name: Tracee Cody

By: [Signature]
Donald O. Burnette, Mayor

[Signature]
Printed Name: Matt Jones

Date: 2/7/2023



Witnesses:

ATTEST:

[Signature]
Printed Name: Matt Jones

By: [Signature]
Robin L. Fenwick, MMC, City Clerk

Cody
Printed Name: Tracee Cody

Date: 2/7/2023

EXHIBIT "1"

Engineer's Quote

Consisting of 30 Pages



January 4, 2023

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

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

Subject: Reclaimed Water Reservoir Improvements – Scope and Fee Proposal

Dear Ms. Stevens,

Mead & Hunt is pleased to provide this engineering scope of services and a fee estimate for the above referenced project. This project is in response to the required actions set forth by the Compliance Plan submitted to the Florida Department of Environmental Protection's (FDEP) Consent Order (OGC No. 21-0734) and the recent schedule extension request. The project will include design documents for the following:

- Investigation and repair of the existing suction line in Lake A that discharges downstream into the permitted wetlands
- Raising the berm height of Lake B and operation of Lake B and Lake A at a higher water level to provide additional reclaimed water storage
- Rehabilitation, relocation, and installation of the existing Water Reclamation Facility (WRF) disc filter.
- Rehabilitation of the existing wetland's discharge disc filter.

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

Sincerely,
MEAD & HUNT, Inc.

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

Tonya Sonier, P.E.
Project Manager

Enclosure – Scope of Services and Fee Estimate
cc: Chris Wall, Junos Reed, Steve Parnell

**CITY OF PORT ORANGE
SCOPE OF SERVICES
FOR
RECLAIMED WATER RESERVOIR IMPROVEMENTS**

This Task Order is in conformance with the Master Contract for Engineering Services RFSQ 21-03 Professional Engineering Services for Public Works, Utilities, and Environmental Services Dated January 18, 2022 between the City of Port Orange (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The Florida Department of Environmental Protection (FDEP) has reviewed and approved the City's revised Corrective Action Plan submitted in August 2022. The scope of services herein is detailed below address the following corrective actions per Consent Order OGC No. 21-0734:

- D-001 Flow Violation: the City currently stores treated reclaimed water in Lake A and Lake B. To provide additional reclaimed water storage, the Lake B reservoir will be evaluated and designed with higher berms to match the Lake A berm elevation and both lakes are proposed to operate with 1-ft of additional staging. This is anticipated to require extensive permitting and modification of the existing control and drainage structures to accommodate the new hydraulic profile.
- EFD-2 TSS Violation: when discharging to the nearby wetlands, the City withdraws water from Lake B and sends it through an existing disc filter. The City recently rehabilitated the existing disc filter. After rehabilitation, operation of the equipment resulted in the filter bound with sand. The sand is suspected to enter the filters from a physical defect in the existing Lake intake pipe. The design documents will detail dewatering and excavation of the existing intake pipe to allow visual inspection and proceed with repair.

In addition to the intake repair, design documents will include the rehabilitation, relocation and installation of the existing City owned disc filter (currently that the R. Dwayne Huffman WRF) to the existing Reclaimed Water Reservoir. The existing wetland's discharge disc filter will also be included in the rehabilitation design documents.

The design documents will be provided in

- Package 1: Raising the berm height of Lake B and operation of Lake B and Lake A at a higher water level too provide additional reclaimed water storage
- Package 2: Investigation and repair of the Lake A suction line; disc filter relocation; disc filters rehabilitation

SCOPE OF SERVICES

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

PHASE 1 – PROJECT MANAGEMENT

Task 1 - Project Management

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, review subconsultant invoices, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these services will cover the estimated 13-month project design & bidding.

MEAD & HUNT will conduct a project kick-off meeting with the project team and CITY staff to review project goals, scope of work, project schedule and administrative issues. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute to the attendees.

MEAD & HUNT will implement a quality assurance and control process, which includes:

Independent technical review of alternatives developed and evaluated, and recommendations made by the project team. Reviews will include evaluations of constructability, performance, and conflicts.

Independent review of the project technical work products before its submission to the CITY.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary
- Monthly Invoices

Task 2 – Subconsultant Coordination

Geotechnical: MEAD & HUNT will obtain the services of a geotechnical subconsultant for berm stability analysis. The geotechnical costs will be billed in the Subconsultants and Reimbursable section. MEAD & HUNT coordination of the geotechnical efforts and administration of the subconsultants contract are included herein.

Survey: MEAD & HUNT will obtain the services of a licensed surveyor to conduct a site survey including the existing drainage and outfall structures, Lake A and B berms, and the Lake A intake pipe. The surveyor costs will be billed in the Subconsultants and Reimbursable section. MEAD & HUNT coordination of the survey efforts and administration of the subconsultants contract are included herein.

Hydrogeologic Evaluation: MEAD & HUNT will obtain the services of a licensed hydrogeologist to conduct a hydrogeologic evaluation and water balance analysis. The hydrogeologist costs will be billed in the Subconsultants and Reimbursable section. MEAD & HUNT coordination of the hydrogeologist efforts and administration of the subconsultants contract are included herein.

Permitting: MEAD & HUNT will obtain the services of Biological Consulting Services, Inc. (BCS) for permitting coordination with SJRWMD, ACOE, and FDEP. BCS's costs will be billed in the Subconsultants and Reimbursable section. MEAD & HUNT coordination of BCS's efforts and administration of the subconsultants contract are included herein.

PHASE 2 – PRELIMINARY DESIGN

Task 1 - Preliminary Design Report – Lake Storage Modifications

MEAD & HUNT will prepare a draft Preliminary Design Report (PDR) evaluating the feasibility and wetland impacts of raising the Lake B berm height to match Lake A's berm height and for both Lakes to operate at a higher high-water level (HWL), providing additional reclaimed water storage. The PDR will include a preliminary engineer's opinion of probable construction cost (EOPCC) and confirmation of project permitting requirements.

A draft PDR will be submitted to the CITY for review and comment. It is assumed the CITY will conduct their review in a two-week period and a meeting will be held at the end of the CITY review.

MEAD & HUNT will schedule and attend a draft PDR review meeting to review the CITY comments on the draft PDR. Comments received will be incorporated into the final PDR and subsequent design documents.

Deliverables – Preliminary Design

- Draft Preliminary Design Report
- Preliminary Design Review Meeting Summary
- Final Preliminary Design Report

PHASE 3 – LAKE STORAGE MODIFICATIONS DESIGN & PERMITTING

Task 1 – 60% Design Development

MEAD & HUNT will develop 60% Drawings and specifications that reflect the proposed improvements. MEAD & HUNT will provide a 60% engineer's opinion of probable construction cost (EOPCC).

Ms. Lynn Stevens

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The 60% submittal package will be submitted to the CITY for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the CITY will conduct their review in a two-week period, and a meeting will be held at the end of the CITY's review.

MEAD & HUNT will schedule and attend a 60% design review meeting to review the CITY's comments on the design drawings and specifications. Comments received will be incorporated into the 100% design documents.

Deliverables – 60% Design

- 60% Design Drawings
- 60% Specifications
- 60% EOPCC

Task 2 – 100% Design Development

MEAD & HUNT will develop 100% drawings and specifications that reflect the comments received at the 60% Design review meeting. The CITY's standard front-end contract documents will be used and coordinated with MEAD & HUNT's technical specifications. MEAD & HUNT will provide a 90% engineer's opinion of probable construction cost (EOPCC).

The 100% submittal package will be submitted to the CITY for review and comment. The submittal will include the items shown in the deliverable section below. A comment/response log will be included with the submittal to document how the CITY's comments from the 60% review meeting are addressed in the 100% submittal. It is assumed the CITY will conduct their review in a two-week period, and a meeting will be held at the end of the CITY's review.

MEAD & HUNT will schedule and attend a 100% design review meeting to review the CITY's comments on the design drawings and specifications.

Deliverables – 100% Design

- 100% Design Drawings
- 100% Specifications
- 100% EOPCC
- 60% Comment/Response Log

Task 3 – Issued for Bid Documents

Ms. Lynn Stevens

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Based on the CITY's 100% review comments and discussions at the 100% review meeting, MEAD & HUNT will advance the 100% design drawings and specifications to Bid Documents. MEAD & HUNT will prepare and submit bid documents including bid number, pre-bid date and time, and other pertinent information to create a Bid Set of the plans and specifications.

Deliverables – 100% Design

- Issued for Bid Drawings
- Issued for Bid Specifications
- 100% Comment/Response Log

Task 4 - FDEP Permit

MEAD & HUNT will attend up to one (1) pre-application meeting with Florida Department of Environmental Protection (FDEP) to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary for the meeting. After the pre-application meeting, any necessary revisions to the design recommendations will be reviewed with the CITY and incorporated into the various design components.

MEAD & HUNT will prepare and submit the permit application in accordance with the specific permit requirements and input from the pre-application meeting. Permit applications will be submitted after the 60% design has been reviewed and accepted by the CITY. The CITY will receive one (1) electronic copy of final applications and permits. Permit fees will be paid by the CITY.

MEAD & HUNT will respond to up to one (1) Request for Additional Information (RAI) as part of the permit application process. Follow up phone calls or meetings with the regulators to assist with the responses are included in the task. Responses will be limited to clarifications related to the submittals in accordance with the documented permit requirements or those identified in the pre-application meeting. MEAD & HUNT will respond to RAI's in a timely manner to minimize any potential schedule impacts.

Deliverables – FDEP Permitting

- Final Permit application and final permit

Task 5 - SJRWMD Permit

MEAD & HUNT will attend up to one (1) pre-application meeting with Saint John's River Water Management District (SJRWMD) to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary for the meeting. After the pre-application meeting, any necessary revisions

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to the design recommendations will be reviewed with the CITY and incorporated into the various design components.

MEAD & HUNT will prepare and submit the permit application in accordance with the specific permit requirements and input from the pre-application meeting. Permit applications will be submitted after the 60% design has been reviewed and accepted by the CITY. The CITY will receive one (1) electronic copy of final applications and permits. Permit fees will be paid by the CITY.

MEAD & HUNT will respond to up to one (1) Request for Additional Information (RAI) as part of the permit application process. Follow up phone calls or meetings with the regulators to assist with the responses are included in the task. Responses will be limited to clarifications related to the submittals in accordance with the documented permit requirements or those identified in the pre-application meeting. MEAD & HUNT will respond to RAI's in a timely manner to minimize any potential schedule impacts.

Deliverables – SJRWMD Permitting

- Final SJRWMD Permit application and final permit

Task 6 - ACOE Permit

MEAD & HUNT will attend up to one (1) pre-application meeting with the Army Corp. of Engineers (ACOE) to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary for the meeting. After the pre-application meeting, any necessary revisions to the design recommendations will be reviewed with the CITY and incorporated into the various design components.

MEAD & HUNT does not anticipate permitting requirements through the ACOE. Pre-application meeting will serve as verification of permitting requirements and ensure communication of all original permitting regulatory bodies.

PHASE 4 – LAKE INTAKE PIPE REPAIR & DISC FILTER IMPROVEMENTS DESIGN & PERMITTING

Task 1 – 60% Design Development

MEAD & HUNT will develop 60% Drawings and specifications that reflect the proposed improvements. MEAD & HUNT will provide a 60% engineer's opinion of probable construction cost (EOPCC).

The 60% submittal package will be submitted to the CITY for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the CITY will conduct their review in a two-week period, and a meeting will be held at the end of the CITY's review.

Ms. Lynn Stevens

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MEAD & HUNT will schedule and attend a 60% design review meeting to review the CITY's comments on the design drawings and specifications. Comments received will be incorporated into the 100% design documents.

Deliverables – 60% Design

- 60% Design Drawings
- 60% Specifications
- 60% EOPCC

Task 2 – 100% Design Development

MEAD & HUNT will develop 100% drawings and specifications that reflect the comments received at the 60% Design review meeting. The CITY's standard front-end contract documents will be used and coordinated with MEAD & HUNT's technical specifications. MEAD & HUNT will provide a 90% engineer's opinion of probable construction cost (EOPCC).

The 100% submittal package will be submitted to the CITY for review and comment. The submittal will include the items shown in the deliverable section below. A comment/response log will be included with the submittal to document how the CITY's comments from the 60% review meeting are addressed in the 100% submittal. It is assumed the CITY will conduct their review in a two-week period, and a meeting will be held at the end of the CITY's review.

MEAD & HUNT will schedule and attend a 100% design review meeting to review the CITY's comments on the design drawings and specifications.

Deliverables – 100% Design

- 100% Design Drawings
- 100% Specifications
- 100% EOPCC
- 60% Comment/Response Log

Task 3 – Issued for Bid Documents

Based on the CITY's 100% review comments and discussions at the 100% review meeting, MEAD & HUNT will advance the 100% design drawings and specifications to Bid Documents. MEAD & HUNT will prepare and submit bid documents including bid number, pre-bid date and time, and other pertinent information to create a Bid Set of the plans and specifications.

Deliverables – 100% Design

- Issued for Bid Drawings
- Issued for Bid Specifications
- 100% Comment/Response Log

Task 4 – Permitting

MEAD & HUNT will attend up to one (1) pre-application meeting with Florida Department of Environmental Protection (FDEP) to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary for the meeting. After the pre-application meeting, any necessary revisions to the design recommendations will be reviewed with the CITY and incorporated into the various design components.

MEAD & HUNT will prepare and submit the Minor Modifications FDEP permit application in accordance with the specific permit requirements and input from the pre-application meeting. Permit applications will be submitted after the 60% design has been reviewed and accepted by the CITY. The CITY will receive one (1) electronic copy of final applications and permits. Permit fees will be paid by the CITY.

MEAD & HUNT will respond to up to one (1) Request for Additional Information (RAI) as part of the permit application process. Follow up phone calls or meetings with the regulators to assist with the responses are included in the task. Responses will be limited to clarifications related to the submittals in accordance with the documented permit requirements or those identified in the pre-application meeting. MEAD & HUNT will respond to RAI's in a timely manner to minimize any potential schedule impacts.

PHASE 5 – BIDDING ASSISTANCE PACKAGE #1

The CITY will be responsible for managing the bid process, i.e., advertisement, distribution of bid packages, receipt and opening of bids for Bid Package #1 (assumed for Phase 3 design documents). MEAD & HUNT will provide the following bid-phase services for per each bid package:

Pre-Bid Meeting

MEAD & HUNT will attend and lead a pre-bid meeting at the CITY facility to review the project details before bids are submitted. MEAD & HUNT will present project details and answer potential bidders' questions at this meeting.

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. Questions and responses will be documented and submitted to the CITY for distribution to potential bidders in the form of addenda. MEAD & HUNT will prepare one (1) addendum per bid package, for a combined total of two (2) addendum.

Bid Tabulation and Recommendation of Award

MEAD & HUNT will complete a review of the bids for completeness and conformance with the bidding and contract requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. Based on that review, MEAD & HUNT will submit to the CITY a bid tabulation and a recommendation of award.

Deliverables – Bidding Services

- Pre-bid Meeting Agenda and Summary
- Addenda to bid documents
- Final bid tabulation
- Recommendation of award

PHASE 6 – BIDDING ASSISTANCE PACKAGE #2

The CITY will be responsible for managing the bid process, i.e., advertisement, distribution of bid packages, receipt and opening of bids for Bid Package #2 (assumed for Phase 4 design documents). MEAD & HUNT will provide the following bid-phase services for per each bid package:

Pre-Bid Meeting

MEAD & HUNT will attend and lead a pre-bid meeting at the CITY facility to review the project details before bids are submitted. MEAD & HUNT will present project details and answer potential bidders' questions at this meeting.

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. Questions and responses will be documented and submitted to the CITY for distribution to potential bidders in the form of addenda. MEAD & HUNT will prepare one (1) addendum per bid package, for a combined total of two (2) addendum.

Bid Tabulation and Recommendation of Award

MEAD & HUNT will complete a review of the bids for completeness and conformance with the bidding and contract requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. Based on that review, MEAD & HUNT will submit to the CITY a bid tabulation and a recommendation of award.

Deliverables – Bidding Services

- Pre-bid Meeting Agenda and Summary
- Addenda to bid documents
- Final bid tabulation
- Recommendation of award

PHASE 7 – SUBCONSULTANTS AND REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as reproductions, postage, etc. It is assumed permit application fees will be paid by the CITY.

- Geotechnical – MEAD & HUNT will obtain the services of a licensed geotechnical engineer to conduct a geotechnical evaluation of the existing and proposed berm stability will be performed by Ardaman & Associates, Inc. (A&A). This will be billed at actual cost as a separate allowance.
- Survey – MEAD & HUNT will obtain the services of a licensed surveyor to conduct a survey. The design survey shall include location and survey of the existing lake intake pipe, lake topo elevations (top of berm and staging), pipeline route and alongside between Lake A and Lake B, topo around the existing disc filter, and various structural features. The detailed survey scope by L&S Diversified (L&S) is included herein. This work will be billed at actual cost as a separate allowance.
- Hydrogeologic Evaluation - MEAD & HUNT will obtain the services of a licensed hydrogeologist to conduct a hydrogeologic evaluation of the existing and proposed Lake Storage Reservoirs. The hydrogeologist costs will be billed in the Subconsultants and Reimbursable section. The hydrogeologic evaluation will be performed by Andreyev Engineering, Inc. (AEI). A copy of their proposal is included herein. This work will be billed at actual cost as a separate allowance.
- Permitting Coordination - MEAD & HUNT will obtain the services of Biological Consulting Services, Inc. (BCS) for permitting coordination with SJRWMD, ACOE, and FDEP. Due to BCS's role in permitting of the existing reclaimed lake storage reservoirs, time for permitting coordination and consulting is included. This work will be billed at actual cost as a separate allowance.

EXCLUSIONS

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

- Construction Phase Services
- Conformance of Documents for Construction
- Laboratory Services
- Conformance of Documents (completed during Construction Phase Services)
- Wetland delineation (existing wetland delineation will be assumed/utilized in permitting)

SCHEDULE

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

Phase/Task	Duration to Complete	Starting upon
<i>Phase 1 – Project Management</i>	<i>520 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 2 – Preliminary Design</i>	<i>133 days</i>	<i>Receipt of notice to proceed and sub-consultant deliverables</i>
<i>Phase 3 – Lake Storage Modifications</i>	<i>196 days</i>	<i>Client approval of PDR (Phase 2)</i>
<i>Phase 4 – Lake Intake Pipe Repair & Disc Filter Improvements</i>	<i>159 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 5 – Bidding Assistance Package #1</i>	<i>42 days</i>	<i>Client approval of Bid Documents</i>
<i>Phase 6 – Bidding Assistance Package #2</i>	<i>42 days</i>	<i>Client approval of Bid Documents</i>

Notes:

- (1) Refer to attached detailed schedule
(2) Time frames above are dependent upon Client and Agency review times.

COMPENSATION

The not-to-exceed cost for this Scope of Services, is \$244,355.41 based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	\$15,836	Lump Sum
Phase 2 – Site Investigation	\$17,668	Lump Sum
Phase 3 – Lake Storage Modifications Design & Permitting	\$76,026	Lump Sum
Phase 4 – Lake Intake Pipe Repair Design	\$59,981	Lump Sum
Phase 5 – Disc Filter Improvements Design & Permitting	\$6,326	Lump Sum
Phase 6 – Bidding Services	\$6,326	Lump Sum
Subtotal	\$182,163	
Phase 7 – Subconsultants/Reimbursables	\$62,192.41	Time & Expenses
TOTAL	\$244,355.41	

AUTHORIZATION:

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

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

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



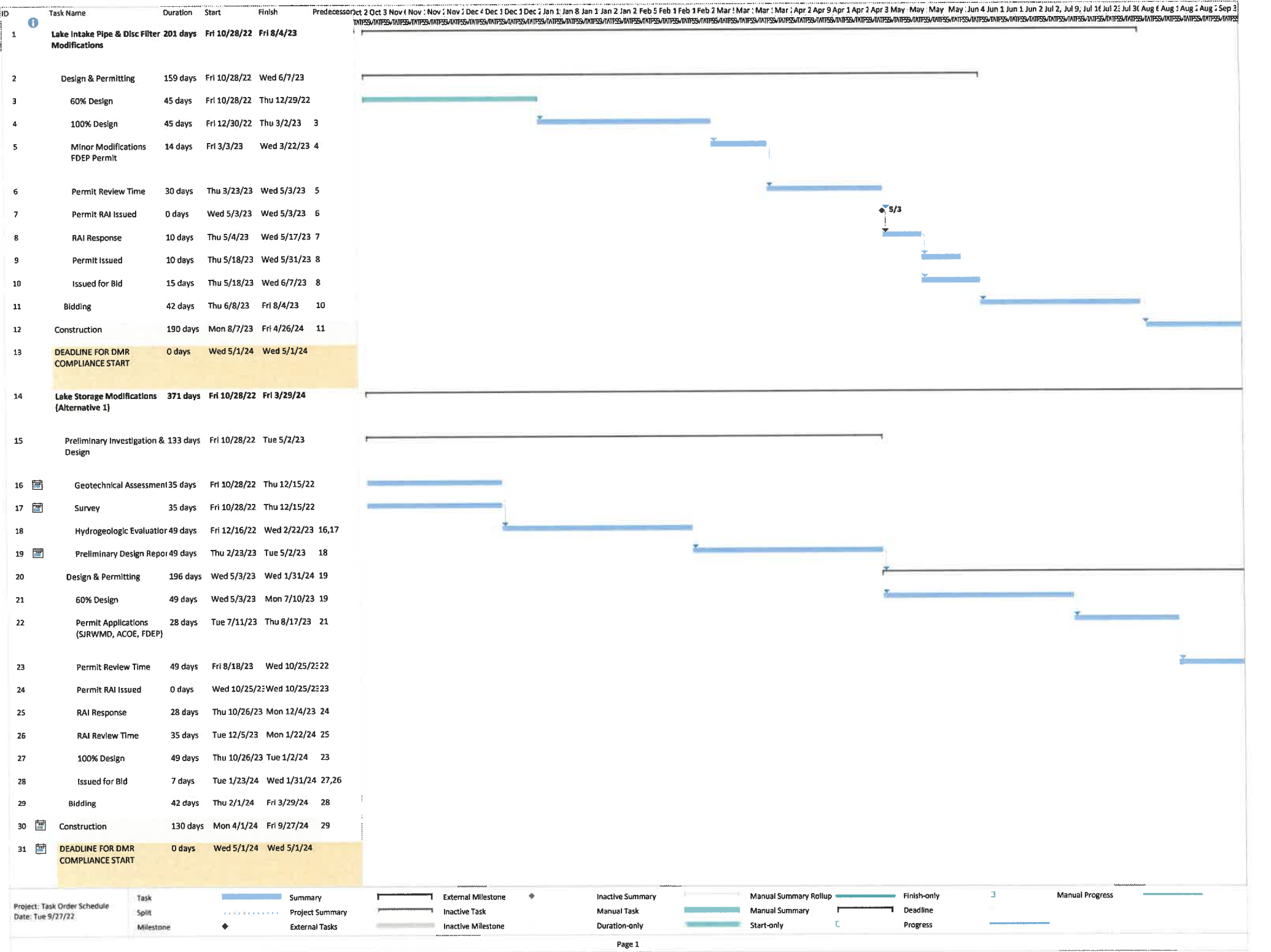
CITY OF PORT ORANGE
RECLAIMED WATER RESERVOIR IMPROVEMENTS
ESTIMATED MANHOURLY SCHEDULE
January 4, 2023

Phase	Description	Principal/Senior Client Manager	Senior Project Engineer	Engineer II	Senior Technician	Technician IV	Administrative Assistant	Total Task (\$)
	Hourly Rate	\$ 249.00	\$ 191.00	\$ 148.00	\$ 163.00	\$ 149.00	\$ 96.00	See Below
1	Project Management							
	Project Management (Task 1)		45				10	\$ 9,555.00
	Internal Kick-Off Meeting	1	2	2	1	1	1	\$ 1,335.00
	External Kick-Off Meeting	2	2	2			1	\$ 1,272.00
	Subconsultant Coordination (Task 2)	4	10				8	\$ 3,674.00
	Subtotals	7.0	59.0	4.0	1.0	1.0	20.0	\$ 15,836.00
2	Preliminary Design							
	Draft Preliminary Design Report	3	16	24	8	8	2	\$ 10,043.00
	Draft Preliminary Design Report Meeting	2	2	2			1	\$ 1,272.00
	Final Preliminary Design Report	3	6	16	8	4	2	\$ 6,353.00
	Subtotals	8.0	24.0	42.0	16.0	12.0	5.0	\$ 17,668.00
3	Lake Storage Modifications Design & Permitting							
	Prepare 60% documents (Task 1)	2	16	24		40	8	\$ 13,834.00
	60% QA/QC	8	2	6		12		\$ 5,050.00
	60% Review Meeting	2	2	2			2	\$ 1,368.00
	Prepare 100% documents (Task 2)	2	16	24		40	8	\$ 13,834.00
	60% Comment/Response Log		2	6			1	\$ 1,366.00
	100% QA/QC	6	2	6		8		\$ 3,956.00
	100% Review Meeting	2	2	2			2	\$ 1,368.00
	Prepare Bid Set documents (Task 3)	2	8	24		32	8	\$ 11,114.00
	100% Comment/Response Log		2	6			1	\$ 1,366.00
	Bid Set QA/QC	4	2	6		8		\$ 3,458.00
	FDEP Permit (Task 4)	1	4	6	12		2	\$ 4,049.00
	Pre-Application Meeting	1	2	1	4		1	\$ 1,527.00
	FDEP Permit RAI		2		3			\$ 871.00
	SJRWMD Permit (Task 5)	1	8	8	24	4	2	\$ 7,661.00
	Pre-Application Meeting	1	2	1	4			\$ 1,431.00
	SJRWMD Permit RAI		2		8			\$ 1,686.00
	ACOE Permit (Task 6)	1	2		4		1	\$ 1,379.00
	Pre-Application Meeting		2		2			\$ 708.00
	Subtotals	33.0	78.0	122.0	61.0	144.0	36.0	\$ 76,026.00
4	Lake Intake Pipe Repair & Disc Filter Improvements Design & Permitting							
	Prepare 60% documents (Task 1)	2	16	24		40	8	\$ 13,834.00
	60% QA/QC	8	2	6		12		\$ 5,050.00
	60% Review Meeting	2	2	2			2	\$ 1,368.00
	Prepare 100% documents (Task 2)	2	16	24		28	8	\$ 12,046.00
	60% Comment/Response Log		2	6			1	\$ 1,366.00
	100% QA/QC	4	2	6		6		\$ 3,160.00



**CITY OF PORT ORANGE
RECLAIMED WATER RESERVOIR IMPROVEMENTS
ESTIMATED MANHOURLY SCHEDULE
January 4, 2023**

Phase	Description	Principal/Senior Client Manager	Senior Project Engineer	Engineer II	Senior Technician	Technician IV	Administrative Assistant	Total Task (\$)
	Hourly Rate	\$ 249.00	\$ 191.00	\$ 148.00	\$ 163.00	\$ 149.00	\$ 96.00	See Below
	100% Review Meeting	2	2	2			2	\$ 1,368.00
	Prepare Bid Set documents (Task 3)	2	8	24		28	8	\$ 10,518.00
	100% Comment/Response Log		2	6			1	\$ 1,368.00
	Bid Set QA/QC	4	2	6		8		\$ 3,458.00
	Permitting (Task 4)	1	4	6	12		2	\$ 4,049.00
	Pre-Application Meeting	1	2	1	4		1	\$ 1,527.00
	FDEP Permit RAI		2		3			\$ 871.00
	Subtotals	28.0	62.0	113.0	19.0	122.0	33.0	\$ 59,981.00
5	Bidding Assistance Package #1							
	Attend pre-bid	2	4					\$ 1,262.00
	Address bidder's questions and prepare addenda	2	4	2			2	\$ 1,750.00
	Attend bid opening		2	2				\$ 678.00
	Evaluate bids, bid tab, and prepare award recommendation ltr		4	12			1	\$ 2,636.00
	Subtotals	4.0	14.0	16.0	0.0	0.0	3.0	\$ 6,326.00
6	Bidding Assistance Package #2							
	Attend pre-bid	2	4					\$ 1,262.00
	Address bidder's questions and prepare addenda	2	4	2			2	\$ 1,750.00
	Attend bid opening		2	2				\$ 678.00
	Evaluate bids, bid tab, and prepare award recommendation ltr		4	12			1	\$ 2,636.00
	Subtotals	4.0	14.0	16.0	0.0	0.0	3.0	\$ 6,326.00
	TOTAL ALL TASKS	84.0	251.0	313.0	97.0	279.0	100.0	\$ 182,163.00
							Lump Sum Total	\$ 182,163.00
7	Subconsultant/Reimbursables Breakdown:						Subs/Reimbursables	\$ 62,192.41
	Description	Amount					GRAND TOTAL	\$ 244,355.41
	Geotech Allowance	\$ 10,000.00						
	Survey Allowance	\$ 16,692.41						
	Hydrogeologic Allowance	\$ 23,000.00						
	Permitting Coordination Allowance	\$ 12,000.00						
	Printing/Reproduction/Postage	\$ 500.00						
	Total	\$ 62,192.41						





L & S Diversified

Surveying and Mapping | Subsurface Utility Engineering | LiDAR

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September 20, 2022

**Tonya Sonier, PE
Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127**

Subject: Port Orange Lake Intake and Storage

Dear Tonya,

We appreciate your consideration of L&S Diversified, LLC to provide professional surveying services for the above referenced project. Below we have outlined a proposed schedule of services and the associated fees for this project.

SCOPE OF SERVICES

- Location and survey of the existing lake intake pipe (we had discussed this previously, see attached email, and as shown on Sheet 8 of 25 of Record Drawing PDF)
- Lake topo elevations – top of berm and staging (see sheet 3 of 25 of Record Drawing PDF)
 - Pipeline route and along side between Lake A and Lake B (sheet 14 of 25 of Record Drawing PDF)
- Topo around the existing disc filter and
- Structure features (invert elevations and top of structure):
 - Drainage manholes between Lake A and Lake B (sheet 14 of 25 of Record Drawing PDF)
 - Drainage manholes to Wetlands (sheet 8 of 25 of Record Drawing PDF)
 - Spillway / Control Porint #1 (sheet 8 of 25 of Record Drawing PDF)
 - Intake/Outfall Structure (sheet 8 and 9 of 25 of Record Drawing PDF)
 - Mixer Slab, Disc Filter, 2 Drainage Manholes, and lift station wetwell (Sheet 5 of 25 of Record Drawing PDF)
- Additional safety measures will be followed per Florida Fish and Wildlife Conservation Commission (FWC) concerning the known presence of alligators in the area.

Establish Survey Control

L & S Diversified shall establish horizontal and vertical control monuments to facilitate site engineering. The monuments shall be established so that there is clear line of site between them. Horizontal coordinates shall be referenced to Florida State Plane, North American Datum of 1983 (NAD83). Elevations shall be referenced to North American Vertical Datum of 1988 (NAVD88).

L & S Diversified, LLC

Principal
Sherry Lee Manor, PSM

489 SR 436, Suite 117
Casselberry, FL 32707
o 407.681.3836

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Topographic and Hydrographic Survey

L & S Diversified will provide all labor, equipment and resources necessary to research, locate and/or establish the required site control and perform a topographic and/or hydrographic survey.

Topographic Survey: RTK/GPS or conventional data acquisition at a **50-foot grid** within the project limits, **plus 10 feet outside project limits**; location and elevation of existing improvements and visible above ground utilities; and setting at least 4 site bench marks to facilitate engineering for the project site.

Hydrographic Survey: single beam or lead line data acquisition at **50-foot cross** sections inside the project limits, **plus 10 feet outside project limits**. Sufficient data will be acquired to determine the depth and topography of the near shore lake bottom. It is anticipated that during the hydrographic survey, enough of the intake structure will be above the surface of the bottom of the pond that the hydrographic gear will locate the intake structure. Should sediment be covering the intake structure, other means will need to be explored to locate the intake structure.

The topographic & hydrographic survey will be displayed at one foot contours and will be based on the North American Vertical Datum (NAVD) of 1988.

The Topographic Survey will be prepared in accordance with the State of Florida Standards of Practice Chapter 5J-17, Florida Administrative Code, as set forth by the Board of Professional Surveyors and Mappers, pursuant to Section 472.027, Florida Statutes.

L&S Diversified will follow the guidelines for collecting field data as outlined in the US Army Corps of Engineers manual EM 1 110-2-1003 – Engineering and Design, Hydrographic Surveying. Data acquisition will conform to the horizontal and vertical precision standards as outlined in the Federal Geographic Data Committee, Geospatial Positioning Standards – PART 4: Standards for A/E/C and Facility Management (FGDC-STD-007.4-2002).

Deliverables

Survey in pdf and dwg format, signed and sealed hardcopies as required by Client are to be billed at cost.

L & S Diversified, LLC

Principal
Sherry Lee Manor, PSM

489 SR 436, Suite 117
Casselberry, FL 32707
o 407.681.3836

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Schedule

L & S Diversified will begin the Survey on the subject property within 5 working days after receipt of your executed Notice to Proceed (NTP). This does not apply if extensive title work is involved, extensive certification requirements are needed, or if an ALTA/ACSM Survey is required. Proposed fee and schedule shown hereon is valid for up to 45 days from the date of receipt. We prefer at least 48 hours of notice for scheduling of a field crew.

Description	Duration
Field Data Collection	2 Weeks
Office Drafting	1 Weeks
QA/QC	1 Week
Estimated Delivery of Survey from Notice to Proceed	4 Weeks

Additional Services

If the client desires to change or expand upon these proposed services, an additional fee shall be negotiated. This renegotiation shall be accomplished prior to commencing the additional work, and may be necessary for any of the following services which are not a part of this contract:

Locating and/or flagging Flood Zone Line or Normal High Water Line (NHWL), tidal records, or locating 'O' or specific elevations, Research and ordering additional Maps, Records or Materials necessary for completing these specified tasks; client-imposed requirements not covered herein; Additional Certifications or Affidavits not specified herein; Elevation Certifications; Wetland Delineation or Location; sub-surface Excavation or Underground Utility Location; Extensive Title Review and Plotting of Easements; Offsite Surveys or Sketches; Vertical Topographic information unless outlined in this proposal; Requests by Third Parties (Buyer's Attorney, Seller's Attorney, Lender or Lender's Counsel, Real Estate Agents, Title Company Personnel, etc.) for additions, deletions or revisions to be made to the survey drawings or maps before or after initial submittal to client; Additional Meetings and Errands not covered herein which are necessary to complete these specified tasks; Client-Authorized on-site instruction given to field crew for extra field work not covered herein; Client-approved overtime; Additional ALTA Table A Items.

Reimbursables such as overnight mailings, sending electronic files, copying charges, blueprinting costs, plotting of extra drawings not covered herein, delivery, shipping, or rush charges, etc. will be billed as an Extra cost on a Time, Materials and Expense basis.

It may be necessary for the Project Manager to call the client to receive verification and authorization for Extra Costs stated above in the preceding paragraph, and may further require the client to sign an Additional Work Authorization Form for any out-of-scope requests.

L & S Diversified, LLC
Principal
Sherry Lee Manor, PSM

489 SR 436, Suite 117
Casselberry, FL 32707
o 407.681.3836

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All public entity or jurisdictional agency fees are to be paid directly by the client prior to obtaining approvals or permits. These fees include, but are not limited to, platting, impact, re-zoning, permitting, review and application fees. L & S Diversified has no control over the procedures of public entities or jurisdictional agencies, and therefore, cannot guarantee timing and outcome of permits and entitlements related to this site/project.

Thank you for this opportunity and we look forward to working with you on this exciting new project. Should you have any questions, please do not hesitate to call.

Sincerely,
L & S Diversified, LLC

Brad Alexander, PE, PSM
Vice-President

September 20, 2022

L & S Diversified, LLC

Principal
Sherry Lee Manor, PSM

489 SR 436, Suite 117
Casselberry, FL 32707
o 407.681.3836

www.LSsurveyor.com

L&S Diversified

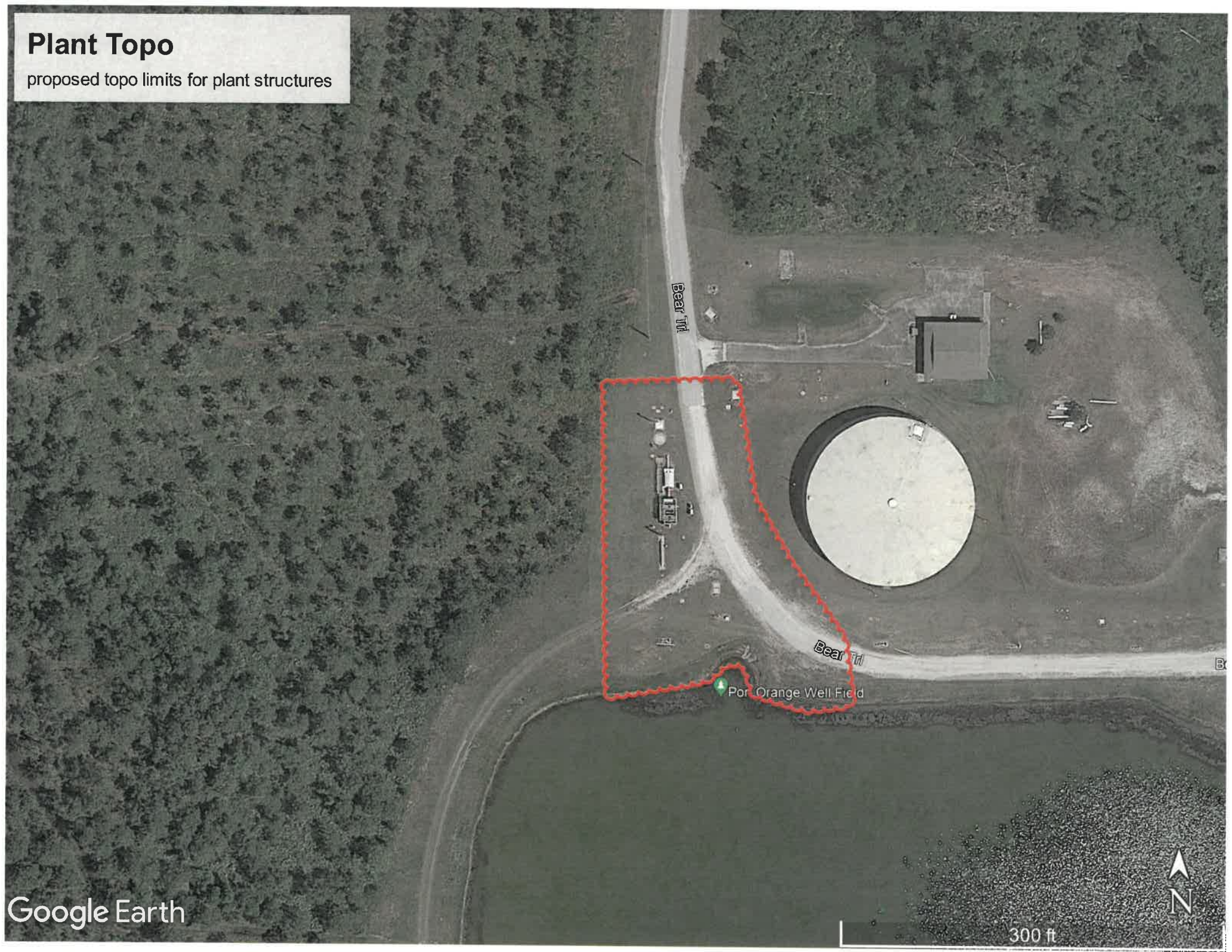
Service Items 101-117							
Survey Crew (1-2)		Survey Crew (3)		SUE Crew (1-2)		SUE Crew (3)	
Rates	\$139.10	\$180.48	\$144.83	\$186.21			
	Hours	Hours	Hours	Hours		Subtotal - Hours	Subtotal - Fee
Service Item							
101 Survey Control	12.00					12.00	\$1,669.20
104 Topographic Survey	32.00					32.00	\$4,451.20
109 Hydrographic		16.00				16.00	\$2,887.68
	44.00	16.00	0.00	0.00		60.00	\$9,008.08

Service Items 201-220							
Mapping Technician		PSM		Survey PM		SUE Coord	
Rates	\$91.50	\$144.83	\$134.65	\$73.62	\$84.48	\$134.65	
	Hours	Hours	Hours	Hours	Hours	Hours	Subtotal - Hours
Service Item							
201 Survey Control	6.00	1.00	2.00	1.00			10.00
206 Topographic Survey	16.00	4.00	2.00	4.00			26.00
211 Hydrographic	24.00	8.00	4.00	2.00			38.00
	46.00	13.00	8.00	7.00	0.00	0.00	74.00

Reimbursables							
Quantity					Rate		
Plotting (Bond Paper) 24" x 36"					\$3.50		\$0.00
Plotting (Bond Paper) 11"x 17"					\$2.50		\$0.00
Plotting (Bond Paper) Other					\$1.50		\$0.00
Color Printing/Copying 11"x 17"					\$0.75		\$0.00
Color Printing/Copy 8 1/2" x14"					\$0.65		\$0.00
Color Printing/Copy 8 1/2" x11"					\$0.60		\$0.00
B&W Print/Copy 11" x 17"					\$0.70		\$0.00
B&W Print/Copy 8 1/2" x 14"					\$0.60		\$0.00
B&W Print/Copy 8 /12" x 11"					\$0.55		\$0.00
USB							\$0.00
Recording Fee							\$0.00
Permits							\$0.00
Maintenance of Traffic							\$0.00
							\$0.00
Total Fee							\$16,692.41

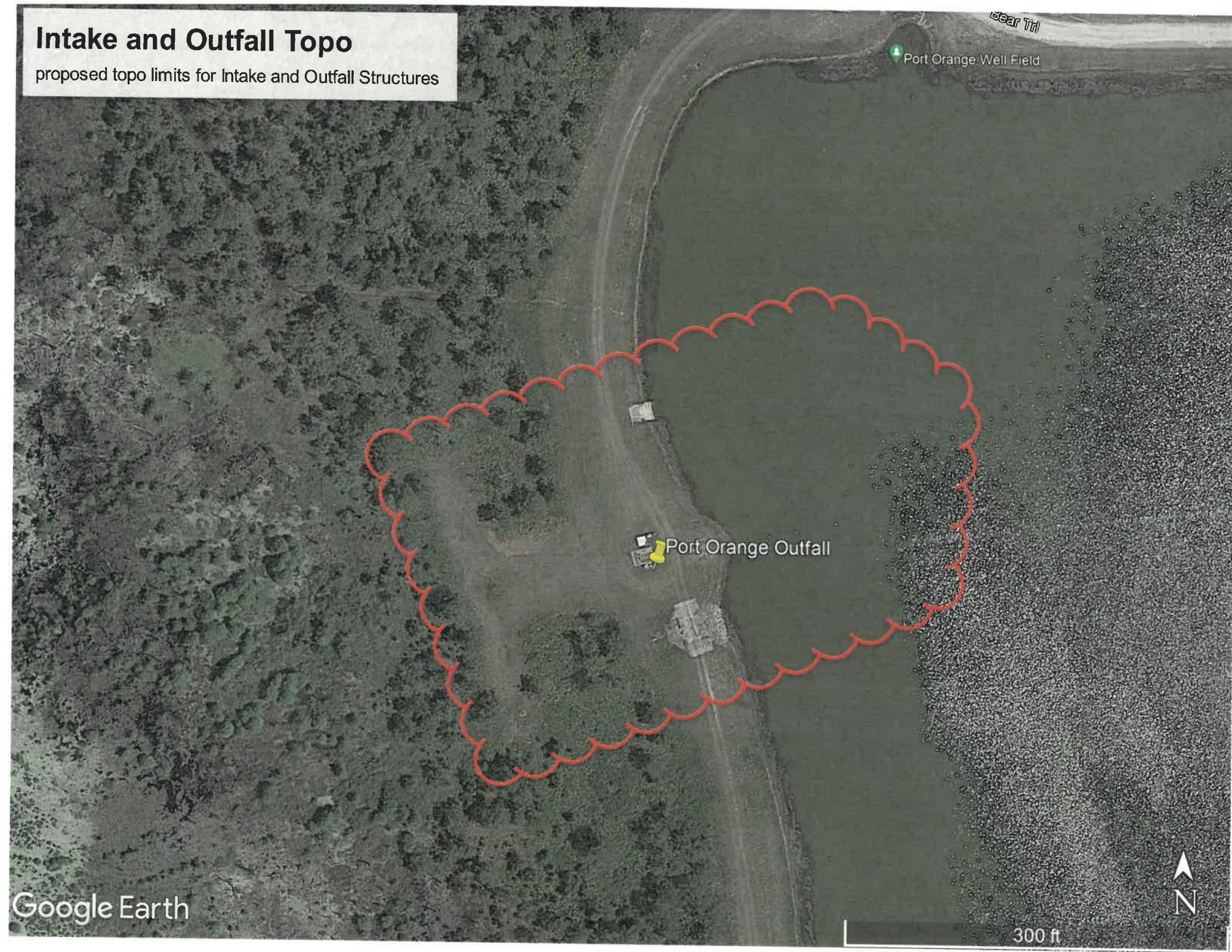
Plant Topo

proposed topo limits for plant structures



Intake and Outfall Topo

proposed topo limits for Intake and Outfall Structures



Clear Trl

Port Orange Well Field

Port Orange Outfall

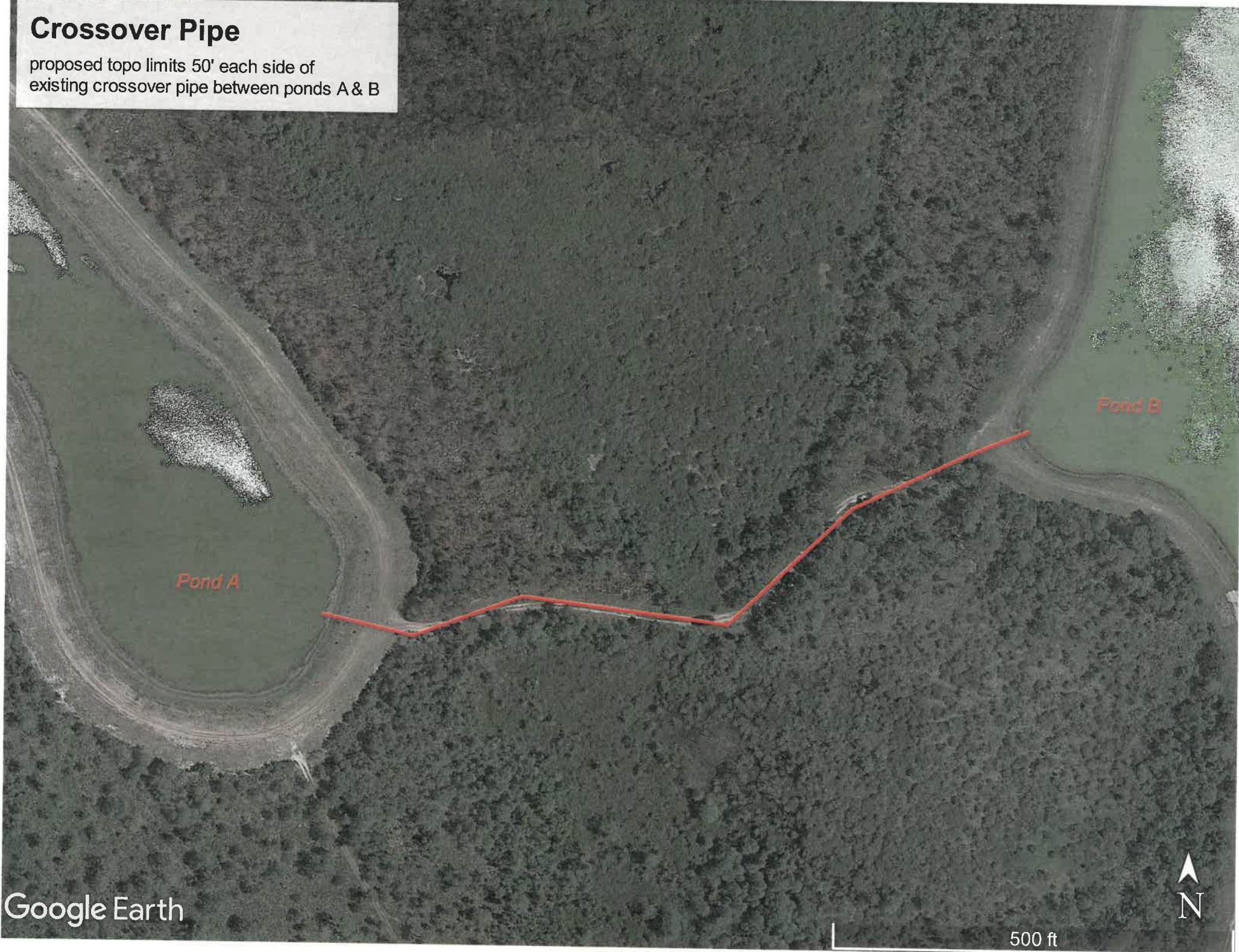
Google Earth

300 ft



Crossover Pipe

proposed topo limits 50' each side of
existing crossover pipe between ponds A & B



■ Never feed alligators – it's dangerous and illegal. When fed, alligators can overcome their natural wariness and learn to associate people with food. When this happens, some of these alligators have to be removed and killed.

■ Dispose of fish scraps in garbage cans at boat ramps and fish camps. Do not throw them into the water. Although you are not intentionally feeding alligators when you do this, the result can be the same.

■ Seek immediate medical attention if you are bitten by an alligator. Alligator bites can result in serious infections.

■ Observe and photograph alligators only from a distance. Remember, they're an important part of Florida's natural history as well as an integral component of aquatic ecosystems.



Janice Plain

To report nuisance alligators call
866-FWC-GATOR (866-392-4286).



MyFWC.com/Alligator



Tim Donovan, FWC

Call 866-FWC-GATOR (392-4286) to report nuisance alligators.

A Guide to Living with **Alligators**



Jamie Feddersen





Lizabeth West, FWC

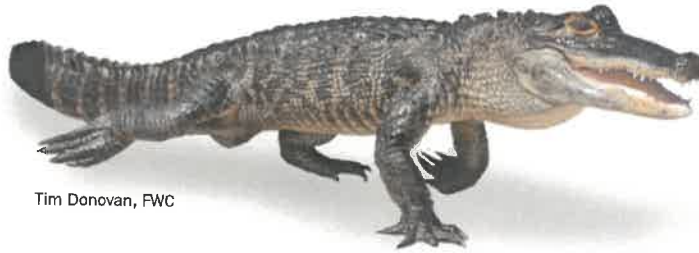
Do not swim outside of posted swimming areas or in waters that may be inhabited by alligators.

Living with Alligators

In Florida, the growing number of people living and recreating near water has led to a steady rise in the number of alligator-related complaints. The majority of these complaints relate to alligators being where they simply aren't wanted. Because of these complaints, the Florida Fish and Wildlife Conservation Commission's Statewide Nuisance Alligator Program permits the killing of approximately 7,000 nuisance alligators each year. Using this approach, and through increased public awareness, the rate of alligator bites on people has remained constant despite the increased potential for alligator-human interactions as Florida's human population has grown.

Alligators are an important part of Florida's landscape and play a valuable role in the ecology of our state's wetlands. Alligators are predators and help keep other aquatic animal populations in balance. A better understanding of the facts and information presented in this brochure will help ensure that people and alligators can continue to coexist.

Visit MyFWC.com/Gators for more information about alligators and the latest nuisance alligator program statistics.



Tim Donovan, FWC

Alligators and People

Alligators are a fundamental part of Florida's wetlands, swamps, rivers and lakes, and they are found in all 67 counties. Florida continues to experience human population growth. Many new residents seek waterfront homes, resulting in increased interactions between people and alligators.

Although most Floridians understand that we have alligators living in our state, the potential for conflict exists. Because of their predatory nature, alligators may target pets and livestock as prey. Unfortunately, people also are occasionally bitten. Since 1948, Florida has averaged about five unprovoked bites per year. During that period, a little more than 300 unprovoked bites to people have been documented in Florida, with 22 resulting in deaths.

In the past 10 years, the Florida Fish and Wildlife Conservation Commission has received an average of nearly 16,000 alligator-related complaints per year. Most of these complaints deal with alligators occurring in places such as backyard ponds, canals, ditches and streams, but other conflicts occur when alligators wander into garages, swimming pools and golf course ponds. Sometimes, alligators come out of the water to bask in the sun or move between wetlands. In many cases, if left alone, these alligators will eventually move on to areas away from people.

Safety Tips

■ Generally, alligators less than four feet in length are not large enough to be dangerous unless handled. However, if you encounter any alligator that you believe poses a threat to people, pets or property,

call the Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286). Please be aware, nuisance alligators are killed, not relocated.

- Be aware of the possibility of alligators when you are in or near fresh or brackish water. Bites may occur when people do not pay close enough attention to their surroundings when working or recreating near water.
- Do not swim outside of posted swimming areas or in waters that might be inhabited by large alligators.
- Alligators are most active between dusk and dawn. Therefore, avoid swimming at night.
- Dogs and cats are similar in size to the natural prey of alligators. Don't allow pets to swim, exercise or drink in or near waters that may contain alligators. Dogs often attract an alligator's interest, so do not swim with your dog.
- Leave alligators alone. State law prohibits killing, harassing or possessing alligators. Handling even small alligators can result in injury.



Tim Donovan, FWC

A young alligator wanders onto a porch in a residential neighborhood.



September 21, 2022
Project No.: GPGW-11-0045

TO: Quentin L Hampton Associates, Inc.
P.O. Drawer 290247
Port Orange, FL 32129-0247

Attention: Tonya Sonier, P.E.

Subject: **Proposal:** Hydrogeologic Evaluation and Water Balance Analysis
Reclaimed Water Basins Stage Change & Wetland Impact Assessment
City of Port Orange, Volusia County, Florida

Dear Ms. Sonier:

Per your request, Andreyev Engineering, Inc. (AEI) presents this proposal to conduct additional hydrogeologic analysis and groundwater modeling for the reclaimed water storage basins and the adjacent wetland system (Wetland 2005) located west of Lake A. The additional analysis and modeling will be to quantify the potential wetland impacts of the proposed raised operational stages at the reclaimed water storage and recovery basins.

Purpose and Scope of Study

The purpose of this study will be to re-assess the feasibility of increasing the high water levels of the existing reclaimed water storage and recovery basins operated by the City of Port Orange and to quantify the potential hydrologic impacts of the proposed operational changes to the adjacent wetland system. The adjacent wetland, Wetland 2005, has a controlled outfall and the study includes evaluation of potential increase of discharge rate from the wetland due to the operational change of the storage basins during a design storm event.

To conduct this hydrologic re-evaluation and water balance analysis, AEI will carry out the following scope of work:

1. Reviewed previous hydrogeologic investigations and modeling data completed in 2011 for the reclaimed water storage and recovery basins.
2. Review the previous analysis and current operational data to determine if verification of the model calibration is needed.
3. Update and re-calibrate the models, if necessary.
4. The MODFLOW model will be utilized to characterize the lateral flow between the storage basins and the wetland. Most likely the previous models developed in 2011 are outdated and new models will need to be set up for this purpose. The

models will be set up in a cross sectional form to allow calibration of the models to the observed gradients across the berm. The calibrated model will then be used to calculate the lateral seepage of water per lineal foot of berm and per foot of head change.

5. Once the relationship of lateral flow per lineal foot of berm and per foot of head is developed a water balance analysis will be conducted for the adjacent wetland system. The water balance will be conducted for the average year wet season period spanning June 1 through September 30.
6. A series of model runs will be conducted by varying the water level in the lakes and calculating the flow of groundwater to the wetland per lineal foot of berm and per foot of head.
7. Utilizing the stage-discharge relationship data and the length of the basin berms facing the wetland of concern the total contribution of water to the wetland system will be calculated for the revised average stage elevation of Lake A.
8. To assess the potential hydrologic impact to a wetland system in its simplest form is to calculate the total amount of additional water that would be contributed by the revised operational stages of the lakes over the wet season period and determine its maximum potential rise of water level in the wetland.
9. For the simplest form of impact assessment, the potential hydrologic impact to the wetland will be calculated as follows:
 - Calculate the total amount of water flow to the wetland during the normal wet season period
 - Calculate the total area of the wetland receiving the groundwater inflow from Lake A.
 - Convert the total amount of groundwater flow from the lakes to the wetland duration of the wet season (June through September) to feet of stage and to flow rate.
 - Evaluate the calculated rise of water level in the wetland for potential impacts. Generally, a potential wetland impact can occur if the additional water inflow results in a rise of wetland level more than 0.5 feet.
 - Calculate the additional inflow and overflow rates for the wetland to be included in the routing flow modeling by others, if necessary.

Preparation of Report & Cost Estimate

At the completion of our evaluation, modeling and wetland impact assessment, we will provide the following services:

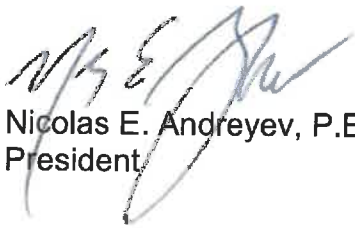
- Prepare a summary hydrogeologic report presenting the evaluation and groundwater modeling work, including the updated groundwater models, revised lateral flow calculations, wetland impact modeling and wetland impact assessment due to increase operational water levels in the reclaimed water storage and recovery basins.
- Attend meetings and presentations during and after the modeling efforts, as needed.
- Respond to comments and revisions, as needed. Revise and update the final report, as needed.

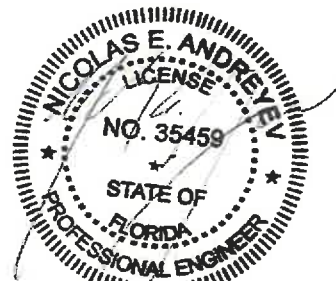
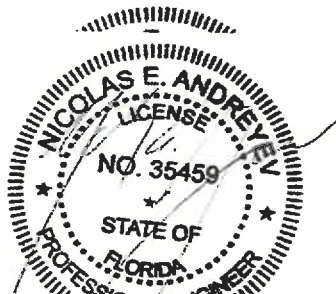
The estimated budget for our services is summarized below:

Task A – Review, Evaluation, Modeling and Impact Assessment.....	\$15,000.00
Task B – Presentations of Results and Preparation of Report.....	\$8,000.00
TOTAL ESTIMATED FEE	\$ 23,000.00

We trust that this proposal includes all the analyses and modeling needed for your final assessment and consent order documentation purposes. If you have any questions or comments concerning the contents of this proposal, please do not hesitate to contact our office at 407-330-7763.

Sincerely,
Andreyev Engineering, Inc.


Nicolas E. Andreyev, P.E.
President





CITY OF PORT ORANGE MASTER CONTRACT PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC WORKS, UTILITIES AND ENVIRONMENTAL SERVICES

This Standard Contract for Services ("Contract") is entered into this 18 day of Jan, 2022, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **MEAD AND HUNT, INC.**, a Wisconsin corporation, registered to transact business in Florida, whose principal address is 2440 Deming Way, Middleton, Wisconsin 53562-1562 ("Engineer"). The City and Engineer are collectively referred to herein as the "Parties."

The City and the Engineer for Ten Dollars (\$10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. Provision of Services

(a) The Engineer hereby agrees to provide the following services to the City of Port Orange:

(i) Professional continuous utility engineering consulting services to complete a wide range of projects led by the City of Port Orange Public Works and Utilities Department in accordance with Consultants Competitive Negotiation Act, and as more specifically described in Request for Statement of Qualifications 21-03 ("RFSQ 21-03"). This Contract together with RFSQ 21-03, Addendum No. 1, Addendum No. 2, and Engineer's Proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Engineer. For convenience, Section 3, Scope of Services, of RFSQ 21-03, and the Billing Rate Schedule as submitted by Engineer in Engineer's Proposal are attached hereto as Exhibit "1." A complete copy of RFSQ 21-03 is available in the Office of the City Clerk. Engineer represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years, or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for up to two (2) additional one (1) year periods.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Engineer shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "2."

- a. All Task Authorizations issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under the Task Authorization have been approved and accepted by the City's Contract Administrator. The obligations entered herein by both parties under this Contract and said Task Authorizations shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization.
- b. No new or additional Task Authorization shall be issued after the original expiration date of this Contract. The extension of this Contract to coincide with the completion of an existing Task Authorization issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Engineer to enter into a new or additional Task Authorization after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization.

3. City Obligations The City reserves the right to utilize lump sum or hourly rate compensation, at the hourly rate compensation as set forth in Exhibit "1." Rates may be adjusted on the anniversary of the effective date of this Contract, upon mutual written agreement of the Parties. The City's obligation to pay Engineer under this Contract is limited to an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer, plus fifteen percent (15%). The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

4. Contract Administration The Public Works and Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Engineer. For notice provisions, see the paragraph below entitled "Notice."

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

6. Statement of Engineering Services The Engineer shall:

- (a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
- (c) Verify and evaluate technical proposals furnished by the construction Engineer if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:
 - (i) Site Visits/Special Permits The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (ii) Preliminary Sketches and Opinion of Probable Construction Costs The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.
 - (iii) Working Drawings and Specifications After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.

- (iv) Original Drawings - Final Plans Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Engineer shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
- (v) Revision of Final Drawings and Specifications The engineer shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.
- (vi) Bidding The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

7. Responsibility of the Engineer The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Engineer under this contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

8. Reuse of Documents The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other engineer's work produced in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by City or others for any other project. Reuse for another project without written verification or adaption by Engineer for the specific purpose intended will be at City's risk. Any such verification or adaption will entitle Engineer to further compensation at rates to be agreed upon by City and Engineer. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

9. Expert Witness The Engineer shall serve as an expert witness for the City in any legal proceedings regarding this project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

10. Modifications to Scope of Work/Change Orders

(a) Change Orders. The Contract Administrator, upon written approval as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in one or more of the following: the services to be performed, the contract price or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the contract

shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the contract. The Engineer shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Engineer shall not be entitled to payment for a charge for any extra work or material.

11. Subcontractors or Sub-Subcontractors

(a) Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

(b) Engineer shall save and hold the City harmless from any and all claims or actions by Engineer's Subcontractors or Sub-subcontractors for payment of monies such Subcontractor or Sub-subcontractor claims to be owed by Engineer for work performed under this Contract.

(c) Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractors or Sub-subcontractors or claims of a Subcontractor or Sub-subcontractors for amounts owed by Engineer to Subcontractor or Sub-subcontractor for work performed under this Contract.

(d) Engineer shall be fully responsible for all negligent acts and omissions of it Subcontractors and Sub-subcontractors and of persons directly or indirectly employed by them and of persons of whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor to the extent practicable, evidence of amounts paid to the Engineer on account of specific work done in accordance with the schedule of values.

(e) The Engineer shall require all subcontractors or sub-subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the City and the Engineer.

12. Termination

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.

- (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
 - (iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - (v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.
 - (vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.
 - a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and
 - b. The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.
 - (vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- (c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator his termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.
- (d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.
- (e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

- (i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.
- (ii) The total of:
 - a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;
 - b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and
 - c. A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.
- (iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

13. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

14. Engineer's Records. The design, permits and all other records prepared by the Engineer, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Engineer shall be retained by the Engineer for the requisite time set forth in Florida Administrative Code Rule 1 B-24 <http://dos.myflorida.com/library-archives/records-management/>. Engineer may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. During the term of this Contract, as amended from time to time, Engineer agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney. The Engineer's obligations pursuant to this paragraph shall survive the termination of this Contract, and as amended from time to time.

15. Examination of Records

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

(b) The Engineer further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to

and the right to examine and copy any pertinent books, documents, papers and records of such Engineer involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

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

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Engineer does not transfer the records to the City.

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

If Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.0701, Florida Statutes.

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

17. Insurance Engineer shall maintain insurance, as required herein, during the life of this Contract. Engineer 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 Engineer shall be primary and non-contributory. All insurance coverages of the Engineer shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Engineer's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Engineer may use leased employees if the Engineer 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 Engineer 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. Engineer 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.

Engineer 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 Engineer is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Engineer to ensure the subcontractors maintain the required coverage, shall not relieve the Engineer of any contractual responsibility, obligation or liability.

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

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

Should at any time the Engineer 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 Engineer for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements				
	Insurance	Standards		Additional Requirements
☒	Workers' Compensation The Engineer 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 Engineer using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	Contract Amount Up to \$10 million \$10 - \$20 million Contracts over \$20 million To Be Determined by the City.	Limits Statutory/\$500,000 Statutory/\$1,000,000	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Engineer shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ To be determined.	
☐	Engineer Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☒	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 work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

18. Assignability of Contract Neither this contract, nor any part hereof, may be assigned by the Engineer to any other party without the express written approval of the City Council.

19. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

20. Liability for Loss or Damage

(a) Engineer shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Engineer, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death

of any person or damage to property other than City property, to the extent caused by negligent performance of the Contract by Engineer, his/its agents, servants and employees. Engineer shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Engineer agrees as follows:

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

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

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

22. E-Verify. Engineer 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 Engineer on or after the effective date of this Contract and thereafter during the remaining term of this Contract, including all subcontractors. Any subcontract entered into by Engineer with any subcontractor performing work under this Contract shall include the following language: "The Sub-Engineer 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 Engineer on or after the effective date of this Contract and thereafter during the remaining term of the Contract." The Engineer covenants and agrees that if it is found in violation of this section of the Executive Order, such violation shall be a material breach of this Contract and Engineer shall indemnify, defend and hold harmless the City from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the City.

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

24. 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.

25. Controlling Law **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY**

LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

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

28. Integration This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Lynn Stevens, Public Works & Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5575
Engineer:	Mead and Hunt, Inc. Attention: Brad Blais, Vice President 2440 Deming Way, Middleton Wisconsin 53562-1562 (386) 761-6810 – Telephone brad.blais@meadhunt.com 4401 Eastport Parkway Port Orange, Florida 32127

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

30. Truth-in-Negotiations

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

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

31. Waiver of Breach and Materiality Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

32. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

Bernadette Fox
Printed Name: Bernadette Fox

Tonya Senier
Printed Name: Tonya Senier

MEAD AND HUNT, INC.

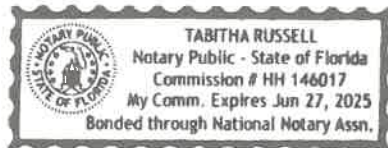
By: [Signature]
Brad Blais, Vice President

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

Date: January 6, 2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

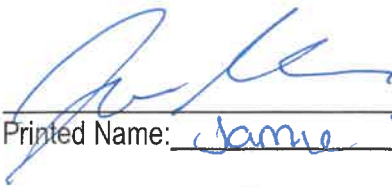
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of January, 2022, by Brad Blais, as Vice President of Mead and Hunt, Inc., a Wisconsin corporation, registered to transact business in Florida. He is ☒ personally known or ☐ produced as identification.



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

Witnesses:

CITY OF PORT ORANGE


Printed Name: Jamie Miller

By: 
Donald O. Burnette, Mayor


Printed Name: Matt Jones

Date: 1/18/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of Jan., 2022, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ☒ personally known or ☐ produced as identification.




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

Witnesses:



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

Date: 1/18/2022


Printed Name: Jamie Miller

Printed Name: Matt Jones

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 18 day of Jan., 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ☒ personally known or ☐ produced as identification.




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

EXHIBIT “1”

Engineer's Billing Rate Schedule and RFSQ 21-03 Section 3

Consisting of 2 Pages

MEAD & HUNT, Inc.
Municipal Billing Rate Schedule
Effective January 1, 2022

Standard Billing Rates

Clerical.....	\$78.00 / hour
Technical Editor.....	\$117.00 / hour
Technician I, Technical Writer, Administrative Assistant.....	\$96.00 / hour
Technician II, Surveyor - Instrument Person	\$117.00 / hour
Technician III	\$133.00 / hour
Technician IV	\$149.00 / hour
Senior Technician	\$163.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	\$130.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	\$148.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	\$160.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist.....	\$167.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$177.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	\$191.00 / hour
Senior Associates	\$210.00 / hour
Principal/Senior Client Manager.....	\$249.00 / hour

Expenses

Out-Of-Pocket Direct Job Expenses.....	cost plus 15%
Such as reproductions, sub-consultants / contractors, postage, permit application fees, etc.	

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out of Volusia County. Invoicing is on a monthly basis for work performed.

~~This schedule of billing rates is effective January 1, 2022, and will remain in effect until December 31, 2022, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases. This schedule is subject to annual increases.~~

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

SCOPE OF SERVICES

The City of Port Orange is soliciting proposals from qualified firms for professional continuous engineering consulting services to complete a wide range of needs lead by the City of Port Orange Public Works & Utilities Department. The City will select a minimum of three, and up to five firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Environmental Services then they should state that in their initial Statement and provide all of the supporting data within the submittal to support the type of services provided. Individual firms are the focus of this RFSQ process, therefore the City will not accept Statements of Qualifications submitted with multiple firms (i.e., teams). The City is seeking the most highly qualified firms in the following category service disciplines;

- **Public Utilities (Water, Wastewater, & Reclaimed Water):**
 - Analysis, survey, design, permitting, bidding assistance, engineering services during construction, and State Revolving Funds (SRF) loan assistance for the Cities water, wastewater, and reuse systems. Including but not limited to the Cities wastewater collection and treatment systems, raw water wells, raw water transmission, water treatment, and reclaimed water storage and distribution systems
- **Public Works (Stormwater, Roadways, and Sidewalls/Trails):**
 - Analysis, survey, design, permitting, bidding assistance and engineering during construction for the Cities roadways and sidewalks
 - General stormwater needs as required by the Stormwater Utility Program. The list of services shall consist of, but not be limited to, the following:
 - National Pollutant Discharge Elimination System (NPDES) program assistance and implementation,
 - Total Maximum Daily Load (TMDL) program assistance and implementation including, but not limited to, the evaluation and establishment of estuarine TMDLS and NNC, developing ecosystem goals and targets based on the requirements of the environmental and biological indicators, hydrodynamic modeling, water quality statistical analysis, natural systems analysis and habitat analysis,
 - Watershed management planning including, but not limited to, initial hydrologic and hydraulic modeling of the watersheds in Port Orange, as well as pollutant loading modeling and updates to existing Stormwater Management Master Plans of the watersheds,
 - Engineering analysis/design and permitting of capital improvement projects, and
 - Other stormwater/environmental needs that may arise.
- **Environmental Services:**
 - Provide services related to wetlands mitigation bank management, gopher tortoise mitigation bank management, potable drinking water Consumptive Use Permit (CUP) permit monitoring, reporting, and compliance assistance, hydrologic services related to potable water wellfield management and development
 - Monitoring, sampling, and reporting services as required for permits issued and regulated by various local and State agencies such as Consumptive Use Permitting and other operational permits issued to the City by St. Johns River Water Management, U.S. Army Corps of Engineers, and the Florida Department of Environmental Protection for the operation of the Cities Wetlands Mitigation Bank, Gopher Tortoise Mitigation Bank each have very specific and differing water sampling, monitoring, and reporting procedures and requirements.
- **Grant Compliance Assistance:**
 - Provide Grant Compliance assistance for local, state, and federally administered grants, including but not limited to, HUD Community Development Block Grants, FEMA Hazard Mitigation Grant Program, FDEP Legislative Appropriation grants. Services will include tasks such as; Assistance with U.S. Department of Housing and Urban Development Environmental Review Record Development for projects funded with Community Development Block Grant Funds. Reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance.

[End of Scope of Services - Remainder of this page left intentionally blank]

EXHIBIT "2"

Task Authorization Template

Consisting of 4 Pages

TASK AUTHORIZATION NO. ____
Master Contract for Services dated _____
Between the City of Port Orange, Florida and Mead and Hunt, Inc.

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

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

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to _____, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Engineer.

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

5. Truth-in-Negotiations

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

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

6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery

by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Engineer and the City until the City signs this Task Authorization.

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

Witnesses:

MEAD AND HUNT, INC.

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

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____

Donald Burnette, Mayor or
Wayne Clark, City Manager

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

By: _____

Robin L. Fenwick, MMC, City Clerk

Printed Name: _____

Date: _____

Wiggins, Julia

From: Reed, Junos
Sent: Wednesday, February 22, 2023 3:55 PM
To: Tonya Sonier
Cc: Brad Blais; Wiggins, Julia
Subject: NTP TA-3 Reclaimed Water Reservoir Improvements
Attachments: PO-002788 2023-02-20.pdf

Tonya,

Attached is the Purchase Order for TA-3 under the Master Contract for Professional Services CA7763 as it relates to the Reclaimed Water Reservoir Improvements associated with Consent Order OCG No 21-0734. This email serves as the Notice to Proceed for the project with a final completion date of October 19th 2024.

Regards,
Junos Reed, P.E.
Engineering & Construction Manager
City of Port Orange Public Works & Utilities
386-506-5754 office
386-212-4533 cell



HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
 §
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is Kari Rahn. I am over the age of Twenty-one years old. I am the Human Resources of Mead & Hunt, Inc., a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."
(Title) Director(Business Name)
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

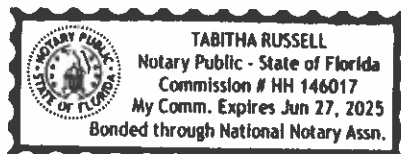
Further Affiant sayeth not.

Date: September 4, 2024

Signed: Kari Rahn
Print Name: Kari Rahn
Title: Human Resources Director

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [] online notarization on the 4th day of September, 2024 by Kari Rahn as HR Director on behalf of Mead & Hunt Inc. who is personally known to me or who has produced _____ as identification.

(Notary Seal)



Tabitha Russell
Notary Public, State of Florida
Printed name, commission and expiration of commission term



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukegan IA 50263	CONTACT NAME: Beau Murray PHONE (A/C, No, Ext): 608-242-2558 E-MAIL ADDRESS: BMurray@holmesmurphy.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : XL Specialty Insurance		37885
INSURER B : Zurich American Insurance Company		16535
INSURER C : American Guarantee & Liability Ins. Co.		26247
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1663039282**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Cont Liab Per ☒ Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			GLO138723202	7/1/2024	7/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAP138723102	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			AUC095226002	7/1/2024	7/1/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC138723302	7/1/2024	7/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B A	Property Professional Liability (Claims-Made)			CPP182316702 DPR5030749	7/1/2024 7/1/2024	7/1/2025 7/1/2025	Bldg/BPP: \$22,620,427 Per Claim: \$10,000,000 Per Aggregate: \$10,000,000

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

RFSQ 21-03 MASTER CONTRACT

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: City of Port Orange and Others as required by written contract.

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: City of Port Orange and Others as required by written contract.

General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation Policies include an endorsement providing 30 days' notice of cancellation will be furnished to the certificate holder.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP138723102	7/1/2024	7/1/2025				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO138723202

Effective Date: 07/01/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a.** The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b.** The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1)** Your ongoing operations, with respect to Paragraph **1.a.** above; or
- (2)** "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

- (a)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a.** The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b.** The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1)** Your acts or omissions; or
- (2)** The acts or omissions of those acting on your behalf,

in the performance of:

- (a)** Your ongoing operations, with respect to Paragraph **2.a.** above; or
- (b)** "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

- (i)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
 - (ii)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
- 3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- a.** Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b.** With respect to ongoing operations (if no form is specified),
- such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1)** Your acts or omissions; or
- (2)** The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

- (a)** Only applies to the extent permitted by law;
 - (b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
 - (c)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
- 4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- a.** Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b.** With respect to the "products-completed operations hazard" (if no form is specified),
- such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

- (1)** Only applies to the extent permitted by law;
- (2)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3)** Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

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

All other terms, conditions, provisions and exclusions of this policy remain the same.

Waiver Of Subrogation (Blanket) Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO138723202	7/1/2024	7/1/2025			\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT
WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION
BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU AND FOR THAT PERSON
AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement

Effective Policy No WC138723302

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

2. **Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
 3. **Loss** means those sums actually paid that the **insured** is legally obligated to pay as damages for the settlement or satisfaction of a claim because of injury or offense, after making proper deductions for all recoveries and salvage. However:
 - a. Under **Coverage A**:
 - (1) **Loss** also includes defense expenses and supplementary payments if **underlying insurance** includes defense expenses and supplementary payments in the Limits of Insurance; and
 - (2) **Loss** does not include defense expenses and supplementary payments if **underlying insurance** does not include defense expenses and supplementary payments in the Limits of Insurance.
 - b. Under **Coverage B**, **loss** does not include defense expenses and supplementary payments.
 4. **Other insurance** means a policy of insurance providing coverage that this policy also provides. **Other insurance** includes any type of self-insurance or other mechanisms by which an **insured** arranges for funding of legal liabilities.

Other insurance does not include **underlying insurance** or a policy of insurance specifically purchased to be excess of this policy providing coverage that this policy also provides.
 5. **Pollutants** mean any man-made or naturally occurring solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to: smoke; vapor; soot; fumes; acids; alkalis; chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
 6. **Suit** means a civil proceeding in which injuries or damages to which this insurance applies are alleged. **Suit** includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the **insured** must submit pursuant to law or contract or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the **insured** submits with our consent.
 7. **Underlying insurance** means the policy or policies of insurance listed in the Schedule of Underlying Insurance forming a part of this policy. We will only be liable for amounts in excess of the Limits of Insurance shown in the Schedule of Underlying Insurance for any **underlying insurance**.
- B. The following definitions are applicable to **Coverage A** only:
1. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.
 2. **Insured** means:
 - a. You;
 - b. Any person or organization included as an **insured** in **underlying insurance**; and
 - c. Any person or organization qualifying as an additional **insured** in **underlying insurance** but only to the same extent that such person or organization is an additional **insured** under such **underlying insurance**.
 3. **Non-Admitted Jurisdiction** means:
 - a. Any country or political subdivision in which we are not licensed or permitted to insure risks and where doing so would violate the insurance laws and regulations of such jurisdiction; or
 - b. Any country or political subdivision where we are prevented by law from investigating, defending or settling an **occurrence** or **suit**.
 4. **Occurrence** means a covered event as defined in **underlying insurance**.
 5. **Qualified Entity** means any entity, person or organization that is not an **insured** under this policy and would qualify as an **insured** under this policy, but for the fact that the entity is registered, domiciled or has ongoing operations in a **non-admitted jurisdiction**.

Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such **other insurance**.

14. Premium

The premium for this policy as stated in Item **6.** of the Declarations is a flat premium. It is not subject to adjustment unless an endorsement is attached to this policy.

15. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first **Named Insured**, this insurance applies:

- a. As if each **named insured** were the only **named insured**; and
- b. Separately to each **insured** against whom claim is made or **suit** is brought.

16. Terms Conformed to Statute

The terms of this policy which are in conflict with the statutes, laws, ordinances or regulations in any country, jurisdiction, state or province where this policy is issued are amended to conform to such statutes, laws, ordinances or regulations. If we are prevented by law or statute from paying on behalf of the **insured**, then we will, where permitted by law or statute, indemnify the **insured**.

17. Transfer of Rights of Recovery Against Others to Us

- a. If the **insured** has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The **insured** must do nothing after the **loss** to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

However, if any **insured** is required by a written contract or agreement which is executed before a **loss** to waive their rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations for which the **insured** has not waived their rights of recovery by contract.

- b. Any amount recovered will be apportioned in the inverse order of payment of **loss** to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

18. Transfer of Your Rights and Duties

Your rights and duties under this insurance may not be transferred without our written consent. If you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having temporary custody of your property will have your rights and duties but only with respect to that property.

19. When Loss is Payable

Coverage under this policy will not apply until the **insured**, or the **insured's** underlying insurer has paid or is legally obligated to pay the full amount of the Underlying Limits of Insurance or **Retained Limit**.

When the amount of **loss** is determined by an agreed settlement or on a final judgment against an **insured** obtained after an actual trial, we will promptly pay on behalf of the **insured** the amount of **loss** covered under the terms of this policy. The first **Named Insured** will promptly reimburse us for any amount within the **Retained Limit** paid by us.

20. Violation of Economic or Trade Sanctions

If coverage for a claim or **suit** under this policy is in violation of any economic or trade sanctions of the United States of America then coverage for that claim or **suit** will be null and void.

B. The following Condition is applicable to **Coverage A** and **Coverage B**:

1. Notice of Occurrence, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an **occurrence** which may result in damages covered by this policy.

To the extent possible, notice will include:

- (1) How, when and where the **occurrence** took place;



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/15/2024

SUBJECT: (C10b) Approval of License Agreement for Tanglewood Estates Mobile Home Park for Existing Improvements in the Right-of-Way

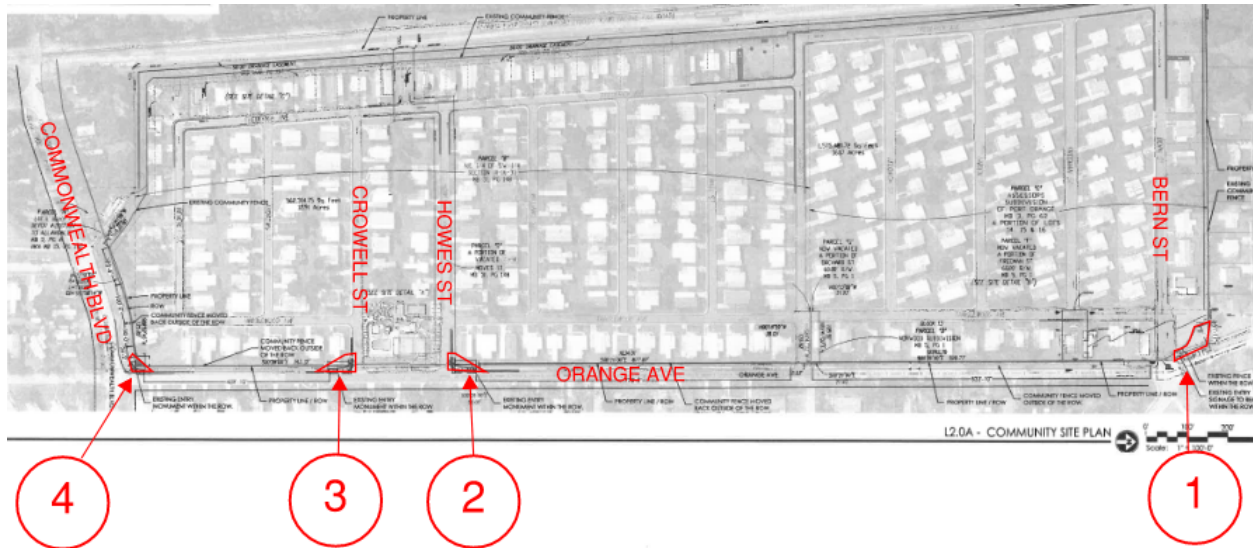
DEPARTMENT: Community Development

GOAL: 2 - Infrastructure
3 - Quality of Life

RECOMMENDED MOTION: Motion to approve the License Agreement with Tanglewood Owner, LLC, and authorize the Mayor and City Clerk to execute the required document.

SUMMARY: Recently, Tanglewood Owner, LLC., the property owner of the Tanglewood Estates Mobile Home Park (Park), submitted building permits to improve the Park. During the review of these permits, it was determined that some of the Park's existing entry features (masonry entry walls, signage, fencing, landscaping, and lighting) have been within City rights-of-way for over 20 years. The Tanglewood Estates Mobile Home Park is between Orange Avenue and the FEC Railroad tracks north of Commonwealth Boulevard. To maintain these existing improvements in the rights-of-way adjacent to the Park, the property owner has applied for a License Agreement for the following Park improvements in the rights-of-way (Exhibit A - Photos of Improvements).

1. Sign, landscaping, lighting, and portion of fencing at the intersection of Orange Avenue and Bern Street.
2. Masonry sign wall, landscaping, and lighting at the intersection of Orange Avenue and Howes Street.
3. Masonry sign wall, landscaping, and lighting at the intersection of Orange Avenue and Crowell Street.
4. Masonry sign wall, landscaping, and lighting at the intersection of Orange Avenue and Commonwealth Boulevard.



The property owner has been advised of the requirements of the License Agreement and that the property owner will be required to maintain all improvements located within the right-of-way and, if necessary, repair or replace these improvements and that additional improvements would not be allowed to be constructed within the rights-of-way. If the property owner does not comply with the requirements of the License Agreement, the City can take necessary corrective actions at the expense of the property owner. City liability concerns are addressed by an indemnity statement in the License Agreement document, and the applicant has provided proof of a \$1 million Liability Insurance Policy.

The License Agreement application has been reviewed for completeness and accuracy. City Departments have reviewed the application, conducted a safety analysis, and had no objections to the proposed License Agreement since visibility within the right-of-way is maintained. City staff have reviewed the application, and the area has been inspected with respect to City Codes and possible effects on adjacent properties.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Tanglewood License Agreement	Tanglewood License Agreement .pdf
2.	COI Liability Exp 11-15-2024	COI Liability Exp 11-15-2024.pdf

Lisa Epstein
Tim Burman
Shannon Balmer
Wayne Clark
Tracee Cody

Created/Initiated - 8/21/2024
Approved - 9/3/2024
Approved - 9/11/2024
Approved - 9/13/2024
Final Approval - 9/16/2024

This Document Prepared by:

Shannon K. Balmer
Sr. Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this ____ day of _____, 2024, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); and Tanglewood Owner LLC, a Delaware limited liability company, whose mailing address is 555 Mission Street, San Francisco, CA 94105, ("Licensee").

PREMISES

WHEREAS, the City Council of the City of Port Orange has adopted Resolution No. 95-64, which establishes City policy regarding improvements within City rights-of-way by private citizens, homeowners associations, and developers; and

WHEREAS, the City and the Licensee have agreed on an improvement plan and specifications, as described on **Exhibit "A,"** attached hereto and incorporated herein by reference; and

WHEREAS, the Licensee hereby warrants to the City that the Licensee has full power and authority to enter into this Agreement, and that the Licensee agrees to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time; and

WHEREAS, the Licensee is the owner of the real property identified as Tanglewood, hereinafter the "Subject Property", as described on **Exhibit "B";** and

WHEREAS, the Licensee hereby acknowledges that the City public utilities are located within the right-of-way, including but not limited to locations beneath the proposed Improvements.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The City hereby grants to the Licensee a license to enter upon and to utilize portions of the rights-of-way identified as the intersection of Orange Avenue and Bern Street for the purpose of signage, landscaping, lighting, and portion of fencing; the intersection of Orange Avenue and Howes Street for the purpose of a masonry sign wall, landscaping, and lighting; the intersection of Orange Avenue and Crowell Street for the purpose of a masonry sign wall, landscaping, and lighting; and the intersection of Orange Avenue and Commonwealth Boulevard for the purpose of a masonry sign wall,

landscaping, and lighting, all of which is located and situated in Port Orange, Volusia County, Florida, portions of which abut the Subject Property, (hereinafter "Improvements") approved by the City as depicted on **Exhibit "A."**

2. All improvements, uses, and activities shall comply with the policies established in Resolution No. 95-64 and with the terms and conditions of this License Agreement and exhibits hereto.

3. The Licensee jointly and severally assumes all responsibility for the maintenance and, if necessary, replacement of all Improvements depicted on **Exhibit "A."**

4. The Licensee agrees, upon thirty (30) days written notice from the City, to maintain, repair or replace all Improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right to remove all Improvements without further notice to the Licensee and at the sole cost and expense of the Licensee.

5. The City reserves the right to request removal of the Improvements depicted on **Exhibit "A"** in the event that the City needs to utilize the property for City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensee. If the Improvements are not removed within the time specified by the City or in cases where emergency work by the City becomes necessary, the City may remove or cause to be removed the Improvements without any liability to the City or obligation to replace same upon completion of the City project. The Licensee may replace the Improvements after the City repair or maintenance in the same location, so long as that does not conflict with improvements made by the City; and the Licensee shall be responsible for any and all expenses of the replacement of Improvements.

6. The Licensee agrees that no improvements shall be made or altered in the right-of-way except as depicted on **Exhibit "A"** or subsequently approved amendments thereto. However, the Improvements may be maintained, repaired, replaced and removed.

7. The License granted by this License Agreement shall be effective during the period from the date of execution by both parties until terminated in accordance with the provisions specified herein.

8. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensee or maintained in their present state by the City and without further right or obligation by the Licensee. If the Licensee terminates this Agreement or otherwise fails to remain in good standing and in compliance with this Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements. All costs and expenses of the City resulting from maintenance or repair of the Improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and operating a special district, shall be chargeable to and assessed by the City jointly and severally against all

lots located within the development, subdivision or project located within the property described in **Exhibit "B."** The City shall have the right to enforce collection of assessments for such costs and expenses by a lien jointly and severally against the lots, which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof. The City shall have the right to establish a special district and to utilize any methods or procedures provided by law or ordinance for imposition and collection of the assessments described herein.

9. This License is given to the Licensee as an accommodation to the Licensee without any consideration. The Licensee acknowledges the legal title of the City to the right-of-way property described herein and agrees never to deny such title or to claim title in the Licensee's name.

10. The License is personal to the Licensee and shall not inure to the successors or assigns of the Licensee. The rights, privileges and permission granted herein shall not be assignable by the Licensee in whole or in part. Upon the sale or transfer by the Licensee of title to the real property adjoining the right-of-way upon which the Improvements are located, the City shall have the immediate right to remove the improvements for which this license is granted; subject, however, to application made by the successor property owner for and due diligence in obtaining approval by the City of a new license agreement for the existing Improvements to remain in the right-of-way.

11. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. Licensee shall make monthly inspections of the paver surface within the right-of-way, including the driveway apron and sidewalk areas; and shall immediately repair any deviation in the surface. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. Licensee agrees to maintain general liability insurance including contractual liability and having a minimum coverage of **One Million Dollars (\$1,000,000.00)**. Licensee shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured within ten (10) business days after City Council's approval of this License Agreement. The certificate of insurance shall be provided to the Community Development Department, Engineering Division and shall thereafter be submitted annually by the Licensee each year the license remains in effect. Failure to maintain the required insurance or provide proof thereof may result in the immediate termination of this License Agreement. In the event that the Licensee allows the required general liability insurance to elapse or expire, the City may remove all Improvements after thirty (30) days prior written notice to Licensee that the insurance had elapsed or expired.

12. Further, the Licensee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property by Licensee, his invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or the City's removal of any Improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensee if for any reason the Licensee's use of the Subject Property is hindered or disturbed. The Licensee's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability the

City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The City shall have the right, at its option, to participate in the defense of any suit, without relieving Licensee of any of her obligations hereunder. The obligations contained in this provision shall survive termination of this License Agreement.

13. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and Tanglewood Owner, LLC, 555 Mission Street, San Francisco, CA 94105 for the Licensee, or as otherwise designated in writing to all respective parties.

14. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this Agreement, the Licensee agrees to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

15. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:
(as to both)

LICENSOR:

Printed Name: _____
1000 City Center Circle
Port Orange, FL 32129

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

By: _____
Donald O. Burnette, Mayor

Printed Name: _____
1000 City Center
Port Orange, FL 32129

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

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of _____, 2024, by Donald O. Burnette, as Mayor and Robin L Fenwick, as City Clerk, both of the City of Port Orange, Florida, who acknowledged that they are duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☒ are personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

WITNESSES:

Printed Name: _____

Printed Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this ____ day of _____, 2024, by _____, _____ of WH MH HOLDCO, L.L.C, a Delaware limited liability company, the sole member of Tanglewood Owner, LLC a Delaware limited liability company, who is authorized to execute the foregoing LICENSE AGREEMENT, and who [] is personally known to me, or [] has produced _____ as identification.

LICENSEE:

Tanglewood Owner, LLC,
a Delaware limited liability company

By: WH MH HOLDCO, L.L.C., a Delaware
limited liability company,
its sole member

By: _____

Print Name: _____

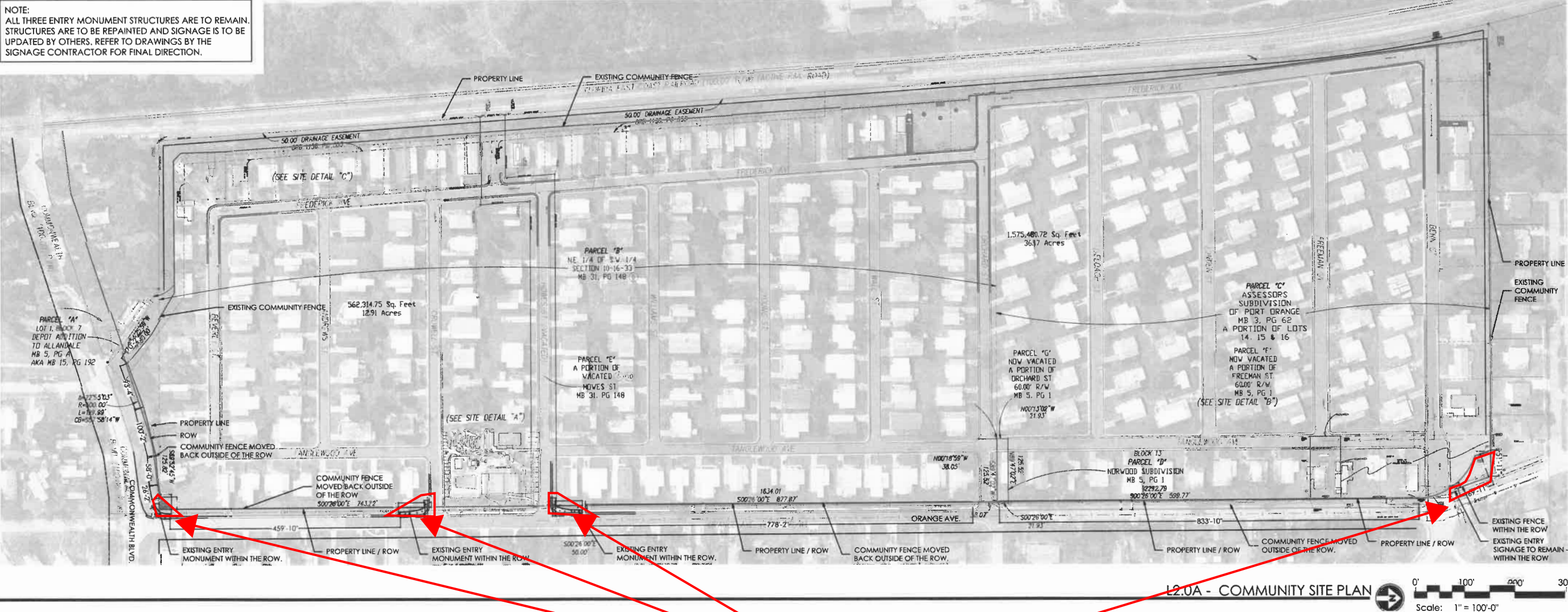
Title: _____

Date: _____

Notary Public, State of _____ at Large
Printed name, commission and expiration:

EXHIBIT A
TANGLEWOOD

NOTE:
ALL THREE ENTRY MONUMENT STRUCTURES ARE TO REMAIN.
STRUCTURES ARE TO BE REPAINTED AND SIGNAGE IS TO BE
UPDATED BY OTHERS. REFER TO DRAWINGS BY THE
SIGNAGE CONTRACTOR FOR FINAL DIRECTION.



TANGLEWOOD
RIGHT OF WAY CONDITIONS
LANDSCAPE CONSTRUCTION DOCUMENTS
5100 ORANGE AVE. PORT ORANGE, FL

REVISIONS:
PROJECT #:
SCALE:
ISSUED FOR:
DRAWN BY:
DATE:
DRAWING:
SHEET:
PAGE:
OF

LICENSE AGREEMENT AREAS

EXHIBIT "A" CON'T.

PHOTOS OF IMPROVEMENTS IN ROW AT TANGLEWOOD

AUGUST 2024

1. Sign, hardscaping, landscaping, lighting, fencing at intersection of Orange Avenue and Bern Street



2. Masonry wall, signage, hardscaping, landscaping, lighting at the intersection of Orange Avenue and Howes Street



EXHIBIT "A" CON'T.

3. Masonry wall, signage, hardscaping, landscaping, lighting at the intersection of Orange Avenue and Crowell Street



4. Masonry wall, signage, hardscaping, landscaping, lighting at the intersection of Orange Avenue and Commonwealth Boulevard



EXHIBIT "B"

LEGAL DESCRIPTION

PARCEL A:

Lot 1, Block 7, DEPOT ADDITION TO ALLANDALE, according to plat thereof as recorded in Map Book 5, Page A, Public Records of Volusia County, Florida.

PARCEL B:

All of the REPLAT, according to the plat thereof as recorded in Map Book 31, Page 148, Public Records of Volusia County, Florida.

PARCEL C:

That portion of Lots 14, 15 and 16, ASSESSOR'S PORT ORANGE, according to plat thereof as recorded in Map Book 3, Page 62, lying Easterly of the Florida East Coast Railroad right-of-way, and north of the north line of REPLAT, recorded in Map Book 31, Page 148, Public Records of Volusia County, Florida.

PARCEL D:

All of Blocks 13 and 14, NORWOOD SUBDIVISION, according to plat thereof as recorded in Map Book 5, Page 1, Public Records of Volusia County, Florida.

PARCEL E:

That portion of Howes Street vacated by City of Port Orange Resolution No. 19-29 recorded September 26, 2019, in Official Records Book 7752, Page 766, **described** as follows:

A portion of land located in REPLAT OF: A PORTION OF ALLANDALE, A PORTION OF ASSESSOR'S SUB. PORT ORANGE, AND A PORTION OF NORWOOD SUB., according to the plat thereof as recorded in Map Book 31, Page 148, Public Records of Volusia County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said REPLAT recorded in Map Book 31, Page 148, Public Records of Volusia County, Florida; thence N00°26'00"W, along the West line of Orange Avenue a 60.00 foot right-of-way and said plat, 743.22 feet to the South right-of-way line of Howes Street and the POINT OF BEGINNING; thence S89°46'48"W, along said South right-of-way line 608.90 feet; thence S04°11'27"E, 98.76 feet; thence S89°46'48"W, 175.45 feet to the East right-of-way of Florida East Coast Railroad a 100.00 foot right-of-way and Westerly line of said plat; thence N04°10'27"W, along said right-of-way 50.12 feet; thence N89°46'48"E, along the North right-of-way of Howes Street, 125.32 feet; thence N04°11'27"W, 98.76 feet; thence N89°46'48"E, 662.31 feet to the West right-of-way line of said Orange Avenue a 60.00 foot right-of-way; thence S00°26'00"E, 50.00 feet to the POINT OF BEGINNING.

PARCEL F:

That portion of Freeman Street vacated by City of Port Orange Resolution No. 19-30 recorded September 26, 2019, in Official Records Book 7752, Page 771, **described** as follows:

A portion of land located in NORWOOD SUBDIVISION, according to the plat thereof as recorded in Map Book 5, Page 1, Public Records of Volusia County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the REPLAT recorded in Map Book 31, Page 148, Public Records of Volusia County, Florida; thence N00°26'00"W, along the West line of Orange Avenue a 60.00 foot right-of-way and said plat, 2292.79 feet to the South right-of-way line of Freeman Street and the POINT OF BEGINNING; thence S89°46'50"W, along said South right-of-way line 125.75 feet; thence N00°13'10"W, 60.00 feet; thence N89°46'50"E, to the West right-of-way line of said Orange Avenue a 60.00 foot right-of-way, 125.53 feet; thence S00°26'00"E, 60.00 feet to the POINT OF BEGINNING.

PARCEL G:

That portion of Orchard Street vacated by City of Port Orange Resolution No. 19-31 recorded September 26, 2019, in Official Records Book 7752, Page 776, **described** as follows:

A portion of land located in NORWOOD SUBDIVISION, according to the plat thereof as recorded in Map Book 5, Page 1, Public Records of Volusia County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the REPLAT recorded in Map Book 31, Page 148, Public Records of Volusia County, Florida; thence N00°26'00"W, along the West line of Orange Avenue a 60.00 foot right-of-way, 1634.01 feet to the Southeast corner of the original right-of-way line of Orchard Street; thence N00°26'00"W, 38.07 feet to the Southeast corner of this description and the POINT OF BEGINNING; thence S89°47'02"W, along said South right-of-way line 125.52 feet; thence N00°13'02"W, 21.93 feet; thence N89°47'02"E, to the West right-of-way line of said Orange Avenue a 60.00 foot right-of-way, 125.52 feet; thence S00°26'00"E, 21.93 feet to the POINT OF BEGINNING.

Parcels A, B, C and D Formerly described as:

PARCEL 1:

Lot 1, Block 7, DEPOT ADDITION TO ALLANDALE, according to plat thereof as recorded in Map Book 5, Page A, Public Records of Volusia County, Florida.

PARCEL 2:

That portion of the Northeast quarter of the Southwest quarter of Section 10, lying Easterly of Florida East Coast Railroad right-of-way. Township 16 South, Range 33 East, being a portion of REPLAT according to plat thereof as recorded in Map Book 31, Page 148, Public Records of Volusia County, Florida.

PARCEL 3:

Lots 14, 15 and 16, lying Easterly of the Florida East Coast Railroad right-of-way, ASSESSOR'S PORT ORANGE, according to plat thereof as recorded in Map Book 3, Page 62, Public Records of Volusia County, Florida.

PARCEL 4:

All of Blocks 68, 69 and 70, ALLANDALE, according to plat thereof as recorded in Map Book 4, Page 146, Public Records of Volusia County, Florida.

PARCEL 5:

All of Blocks 12, 13 and 14, NORWOOD SUBDIVISION, according to plat thereof as recorded in Map Book 5, Page 1, Public Records of Volusia County, Florida.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2024

8/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC CA License #0B99399 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1526171 Tanglewood Owner, LLC 1001 Pennsylvania Avenue NW Washington, DE 20004	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Accelerant Specialty Insurance Company		16890
	INSURER B: Philadelphia Indemnity Insurance Co.		18058
	INSURER C: Lexington Insurance Company		19437
	INSURER D: Navigators Specialty Insurance Company		36056
	INSURER E: Endurance American Specialty Insurance Co.		41718
INSURER F: Landmark American Insurance Company		33138	

COVERAGES**CERTIFICATE NUMBER:** 20824063**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Ded. \$5,000 per occ. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:	Y	N	S-0016-GL-000411-00	11/15/2023	11/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	N	N	PHPK2614743	10/13/2023	11/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	N	N	011170946	11/15/2023	11/15/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 4,000,000 \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	NOT APPLICABLE			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
D E F	Exc Liab. Exc Liab. Exc Liab.	N	N	LA22EXCZ0BP32IC ELD30027739500 LHA254861	11/15/2023 11/15/2023 11/15/2023	11/15/2024 11/15/2024 11/15/2024	Each Occ 3M Agg 3M Each Occ 5M Agg 5M Each Occ 5M Agg 5M

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

Policy #AUR-XS-03-00136-01, \$5M X \$15M, Carrier: Fortegra Specialty Insurance Company, Term: 11.15.23-24. Certificate holder is named as an additional insured in regards to the property located at 5100 Orange Ave, Port Orange, FL 32127. Terrorism is included on GL and Umbrella. Umbrella is follow form.

CERTIFICATE HOLDER**CANCELLATION****20824063**City of Port Orange
1000 City Center Cir.
Port Orange FL 32129

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/15/2024

SUBJECT: (C10c) Approval of First Amendment to the Lease Agreement with Volusia County for the Port Orange Library

DEPARTMENT: City Manager

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the First Amendment to the Lease Agreement with Volusia County for the Port Orange Library, authorize Mayor and City Clerk to sign all necessary documents, subject to approval by Volusia County.

SUMMARY: On or about October 5, 1994, City Council approved a 30-year Lease Agreement with Volusia County to provide for a public library service program and lease the current library property for the construction and use of a public library facility to carry out such a program ("Lease").

At the option of the County, the Lease provides for an extension for one succeeding thirty (30) year term so long as the property is used as a public library. The County has requested that extension with a clarification relating to the maintenance of the parking lot areas and common area which includes the fountain area. The City Staff agrees with the need to clarify the maintenance responsibilities of both parties. There is no intention of expanding the boundary of the leased property. However, in reviewing the documents, it was discovered that there is a scrivener's error in the legal description of the leased property. Therefore, with this amendment to the Lease, the legal description will be corrected and will replace the existing legal description in the Lease.

Exhibit A-1 to the First Amendment will be the corrected legal description of the leased property. A new Exhibit "B-1" will be incorporated into this First Amendment to clarify the maintenance responsibilities of the parties. Exhibit "B-1" is a graphic that delineates the areas of responsibility. The City is responsible for the maintenance of the lower parking lot and the County is responsible for the maintenance of the upper parking lot, as shown on the exhibit. Additionally, the fountain area is included in the maintenance responsibilities of the City and a provision has been added in the First Amendment reserving the City's right to remove the fountain and return the sculpture to Volusia County.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	First Amendment to Library Lease with exhibits	First Amendment to Library Lease with exhibits.pdf
----	--	--

Robin Fenwick	Created/Initiated - 8/29/2024
Robin Fenwick	Approved - 8/29/2024
John McKinney	Approved - 9/3/2024
Matthew Jones	Approved - 10/4/2024
Wayne Clark	Final Approval - 10/6/2024

This Document Prepared by:

Shannon K. Balmer
Sr. Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Cross Reference to Instrument No. 94152078
Official Records Book 3955 Page 4870

FIRST AMENDMENT TO LEASE AGREEMENT

This **FIRST AMENDMENT TO LEASE AGREEMENT** ("First Amendment"), entered this ____ day of _____, 2024, by and between the **City of Port Orange**, a municipal corporation of the State of Florida, whose address is 1000 City Center Circle, Port Orange, Florida 32129 ("**LESSOR**") and **COUNTY OF VOLUSIA**, a political subdivision of the State of Florida, whose address is 123 West Indiana Avenue, DeLand, Florida 32720-4613, ("**LESSEE**"); collectively, the "Parties").

RECITALS

WHEREAS, the **LESSOR** and **LESSEE** previously entered into a Lease Agreement on October 6, 1994, for **LESSEE** to use the Demised Premises, described therein, for the purpose of a public library facility, and of record in Official Records Book 3955, Page 4870, Public Records of Volusia County, Florida ("the "Lease");

WHEREAS, the initial term of the Lease was a period of thirty (30) years, said thirty (30) year term commenced September 1, 1994 and ended August 31, 2024; and

WHEREAS, pursuant to the terms of the Lease Agreement, the Lease was automatically extended for one succeeding thirty (30) year term so long as the Demised Premises is used as a public library; and

WHEREAS, it was discovered that the legal description of the real property referred to as the Demised Premises in the Lease, and more particularly described in Exhibit "A", attached thereto, contains a scrivener's error that affects the accuracy of the legal description in its entirety and the Parties desire to correct said error; and

WHEREAS, the Parties desire to clarify the maintenance obligation and responsibility of the parking areas and common areas, including but not limited to the common area containing the fountain with sculpture, all areas being adjacent to and surrounding the Demised Premises; and

WHEREAS, the Parties mutually recognize the need for amending the Lease for the purposes set forth herein;

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.

2. This First Amendment shall serve as the Lessee's affirmative exercise of its additional thirty (30) year option and Lessor's acceptance thereof.
3. The Parties hereby agree in order to correct the scrivener's error in the legal description for the Demised Premises, referenced in the Lease as Exhibit "A", attached thereto, said exhibit is hereby deleted in its entirety and replaced with **Exhibit "A-1"**, attached hereto and made a part hereof by this reference. Any references to the Demised Premises shall mean the legal description attached hereto as Exhibit "A-1".
4. In an effort to clarify the maintenance obligations and responsibility of the common areas, including the fountain with sculpture, and the parking areas, said areas being adjacent to or surrounding the Demised Premises, there is hereby created subsections to Section 13 of the Lease, MAINTENANCE, REPAIRS AND DESTRUCTION OF IMPROVEMENTS, as follows:
 - (a) Maintenance and Repair of the Common Areas and Parking Areas. Each party shall be solely responsible for the maintenance and repairs of that certain common area and parking area as designated and shown in **Exhibit "B-1"**, attached hereto and made a part hereof by this reference ("Areas"). Lessee shall keep and maintain the Areas designated to their responsibility in said exhibit in good and safe condition and repair, and shall keep the same free and clear of any and all grass, weeds, brush, and debris of any kind, so as to prevent the same from becoming dangerous, inflammable, or objectionable. Lessee shall be solely responsible for the expenses associated with said maintenance and repair obligations.
 - (b) Insurance. Lessee agrees that the required insurance coverage as set forth in Section 4 of the Lease, INSURANCE PROVISIONS, shall extend to and include the Areas designated to Lessee's responsibility as shown on Exhibit "B-1".
 - (c) Fountain and Sculpture maintenance. If at such time the Lessor decides to remove the fountain, Lessor shall notify Lessee of its intentions no less than 30 days prior to removal and Lessee shall be responsible for removal of the sculpture within 30 days of the date of the notice. Said notice shall be provided in accordance with Section 12 of the Lease, NOTICES. If Lessee fails to remove said sculpture within the time provided, then sculpture shall be considered abandoned, and Lessor may remove or cause to be removed the sculpture without any liability to the Lessor.
5. There is hereby added a new exhibit to the Lease depicting the areas of maintenance responsibility of the Parties. Said Exhibit being marked as **Exhibit "B-1"**, attached hereto and made a part hereof by this reference.
6. Except as amended herein, all other provisions of the Lease shall remain in full force and effect unless otherwise amended by both parties in writing.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, Lessor and Lessee have executed this **First Amendment to Lease Agreement** in manner and form sufficient to bind them as of the day and year written above.

LESSOR:

CITY OF PORT ORANGE

ATTEST:

By: _____

Robin L. Fenwick, City Clerk

By: _____

Donald O. Burnette, Mayor

Dated: _____

Dated: _____

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 _____, 2024, by Donald O. Burnette, as Mayor and Robin L Fenwick, as City Clerk, both of the City of Port Orange, Florida, who acknowledged that they are duly authorized to execute the foregoing on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who [X] are personally known to me, or [] has produced _____ as identification.

Notary Public, State of Florida at Large

Printed name, commission and expiration:

Approved as to legal sufficiency: _____

Shannon K. Balmer, Senior Assistant City Attorney

LESSEE:

COUNTY OF VOLUSIA,

a political subdivision of the State of Florida

ATTEST:

By: _____

Name: George Recktenwald

Title: County Manager

By: _____

Name: Jeffrey S. Brower

Title: County Chair

Dated: _____

Dated: _____

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 _____, 2024, by Jeffrey S. Brower, County Chair and George Recktenwald, County Manager, both of the County of Volusia, Florida, a political subdivision of the State of Florida, who acknowledged that they are duly authorized to execute the foregoing on behalf of the **COUNTY OF VOLUSIA, FLORIDA**, and who [X] are personally known to me, or [] has produced _____ as identification.

Notary Public, State of Florida at Large

Printed name, commission and expiration:

Approved as to legal sufficiency: _____

EXHIBIT "A-1

UPDATED LEGAL DESCRIPTION:

PORT ORANGE LIBRARY SITE LEASE
LEGAL DESCRIPTION

UPDATED LEGAL DESCRIPTION: PER SURVEY BY SLIGER & ASSOCIATES (JOB #19-1598)

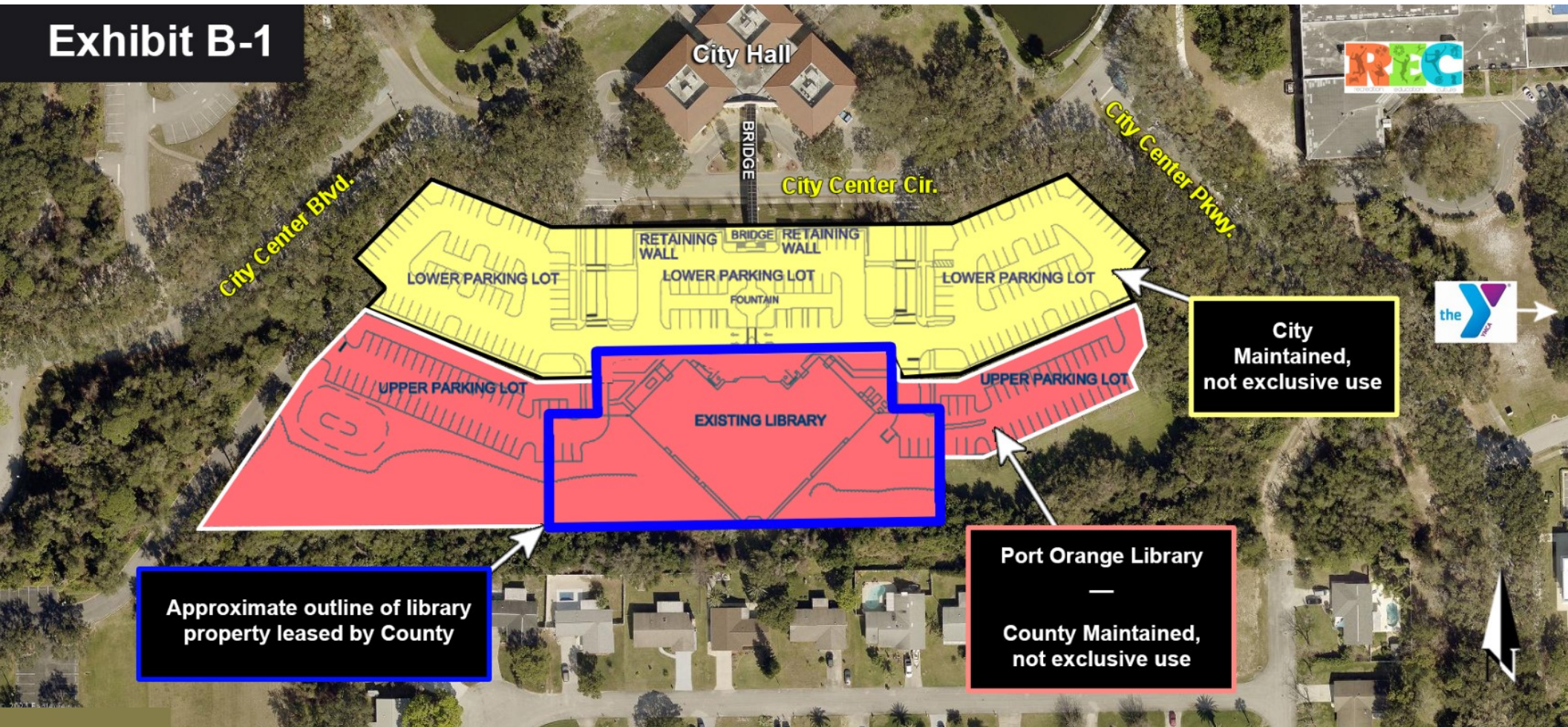
PORT ORANGE LIBRARY SITE LEASE LEGAL DESCRIPTION:

A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, ALSO BEING THE NORTHWEST CORNER OF LOT 156, KINGWOOD SUBDIVISION, 2ND ADDITION AS RECORDED IN MAP BOOK 38, PAGE 47 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA; THENCE N89°03'53"E (N89°03'51"E, PLAT) ALONG SAID SOUTH LINE, A DISTANCE **OF** 139.43 FEET; THENCE N00°59'25.5"W, A **DISTANCE** OF 48.00 FEET TO THE POINT OF BEGINNING; THENCE S89°03'53"W AND PARALLEL WITH THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 202.00 FEET; THENCE N00°59'25.5"W, A DISTANCE OF 119.81 FEET; THENCE N89°00'34.5"E, A DISTANCE OF 50.00 FEET; THENCE N00°59'25.5"W, A DISTANCE OF 65.00 FEET; THENCE N89°00'34.5"E, A DISTANCE OF 304.00 FEET; THENCE S00°59'25.5"E, A DISTANCE OF 65.00 FEET; THENCE N89°00'34.5"E, A **DISTANCE** OF 50.00 **FEET**; THENCE S00°59'25.5"E, A DISTANCE OF 120.19 FEET TO A POINT 48.00 FEET NORTH OF THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE S89°03'53"W AND PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 202.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.57 ACRES, MORE OR LESS.

Exhibit B-1





CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/15/2024

SUBJECT: (C10d) Approval of Task Authorization No. 3 for design services for Willow Run Park with Hall and Ogle Architects, Inc

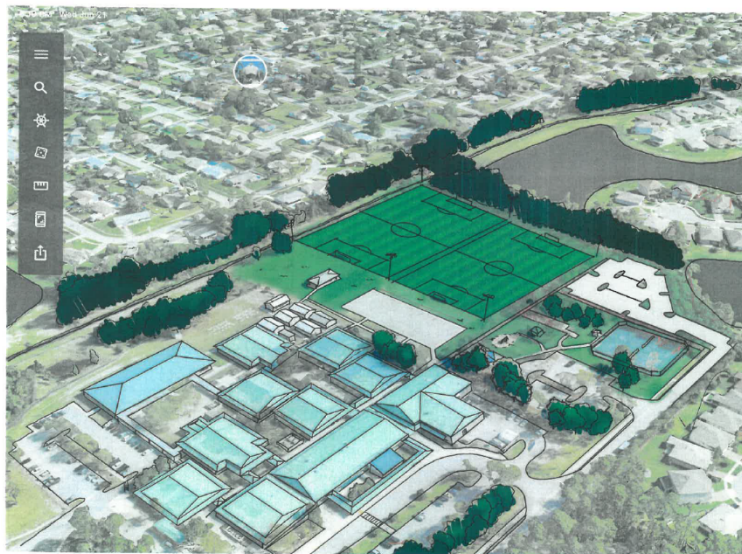
DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Task Authorization No. 3 for design services for Willow Run Park with Hall and Ogle Architects Inc. in an amount not to exceed \$156,000, and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Hall & Ogle Architects, Inc have provided a quote for design services for Willow Run Park under their current continuing services contract. The design work will be for **Bond Project One** Willow Run Park. Design will take 9–12 months. The scope will include all necessary engineering including civil, landscape, structural, mechanical, plumbing and electrical. Allowances have been included for site survey and geo-technical services as required. The costs for these services are not to exceed \$156,000.

The scope of work will include: parking lot, lighted soccer fields, and restrooms. Staff has already met with Horizon Elementary school staff and will also meet with the Oakbrook HOA to discuss the project.



PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Hall Ogle Architects Inc. - Task Auth No 3 - Willow Run Park Design Services	Hall Ogle Architects Inc. - Task Auth No 3 - Willow Run Park Design Services.pdf
2.	2415.Port Orange Willow Run Park.Proposal	2415.Port Orange Willow Run Park.Proposal.pdf
3.	Hall & Ogle Architects Inc. RFSQ 22-03 CA8000 5.17.2025 (1)	Hall & Ogle Architects Inc. RFSQ 22-03 CA8000 5.17.2025 (1).pdf
4.	Affidavit for Human Trafficking 7.1.2024	Affidavit for Human Trafficking 7.1.2024.pdf
5.	City of Port Orange COI	City of Port Orange COI.pdf

Susan Lovallo	Created/Initiated - 9/20/2024
Susan Lovallo	Approved - 9/20/2024
Jennifer Cox	Approved - 9/23/2024
John McKinney	Approved - 9/24/2024
Matthew Jones	Approved - 10/4/2024
Wayne Clark	Final Approval - 10/6/2024

TASK AUTHORIZATION NO. 3
Master Contract for Architectural Services dated May 17, 2022
Between the City of Port Orange, Florida and Hall & Ogle Architects, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **HALL & OGLE ARCHITECTS, INC.**, a Florida corporation with its principal place of business at 208 Magnolia Avenue, Daytona Beach, Florida 32114 ("Architect"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Architectural Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Architect shall provide services relating to the design of Willow Run Park, and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Architect shall complete the aforementioned services within twelve (12) months from the issuance of the Notice to Proceed executed by the City.
4. In return for the services identified above, the City agrees to compensate Architect at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed **\$156,000.00**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Truth-in-Negotiations
 - (a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - (b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has

disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

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

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

Witnesses:

HALL & OGLE ARCHITECTS, INC.

By: _____

David D. Ogle, Vice President

Printed Name: _____

Date: _____

Printed Name: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT “1”

Contractor's Quote

Consisting of 2 Pages



HALL & OGLE ARCHITECTS, INC.

AA-C000925

208 Magnolia Avenue
Daytona Beach, Florida 32114

PH: (386)255 -6163
FAX: (386)257-5650

September 19, 2024

Susan Lovallo, Director
Port Orange Parks and Recreation
1395 Dunlawton Avenue
Port Orange, FL 32127

Re: Willow Run Park Improvements
Task Authorization Proposal

Dear Susan:

It is my pleasure to submit this proposal to provide architectural and engineering services for the proposed improvements to Willow Run Park located adjacent to Horizon Elementary on Schoolhouse Drive .

The scope of work is to provide all necessary documents to permit and construct the following improvements:

- New lighted soccer field(s) / Multipurpose field as required
- New restroom building with four unisex toilet rooms and storage
- Parking lot expansion
- Provision for food truck parking
- All necessary fencing & gates
- Landscape & irrigation design as required within the Park and adjacent to the School
- Utility design for the restroom building
- Stormwater design and permitting
- Biological Assessment

The scope of work will include all necessary engineering including civil, landscape, structural, mechanical, plumbing, and electrical. We have also included allowances for a specific purpose site survey and geotechnical services as required.

The scope also includes full Construction Administration to include bidding assistance, answering RFI's, submittal review, review/approval of pay applications, processing change orders, observation of the work, attending OAC meetings, substantial completion inspection, final completion inspection, and warranty inspections as required.

The work will commence upon Notice to Proceed. The deliverables for this project shall include the required number of sets for review and permitting of the project and electronic files will be provided as well.

JOHN E. HALL

DAVID D. OGLE

The fee proposal is as follows:

Architectural/Engineering Fee	\$ 128,500
Surveying Allowance	\$ 21,000
Geotechnical Allowance	\$ 6,000

Reimbursables:

Printing	500
Total Fees (not to exceed)	\$ <u>156,000</u>

Let me know if you require anything further to complete the Task Authorization.

Thank you for the opportunity, we look forward to working with you on this project.

Respectfully,



David Ogle, Principal



HALL & OGLE ARCHITECTS, INC.

AA-C000925

208 Magnolia Avenue
Daytona Beach, Florida 32114

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FAX: (386)257-5650

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Let me know if you require anything further to complete the Task Authorization.

Thank you for the opportunity, we look forward to working with you on this project.

Respectfully,



David Ogle, Principal



CITY OF PORT ORANGE MASTER CONTRACT FOR ARCHITECTURAL SERVICES

This Master Contract for Architectural Services ("Contract") is entered into this 17 day of May, 2022, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **HALL & OGLE ARCHITECTS, INC.** ("Architect"), a Florida corporation whose principal address is 208 Magnolia Avenue, Daytona Beach, Florida 32114. The City and Architect are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Architect hereby agrees to provide the following services to the City of Port Orange:

(i) Professional continuous architectural design and consulting services to provide various renovation, restoration, construction and general consulting projects, and may include preparation of design and specifications, conducting and/or attending preconstruction meetings, review of shop drawings, record drawing review, cost estimating, and additional architectural services as required during the course of construction, in accordance with Consultants Competitive Negotiation Act, and as more specifically described in City of Port Orange Request for Statements of Qualifications No. 22-03 ("RFSQ 22-03") This Contract together with RFSQ 22-03, and Architect's Proposal, all of which may be referred to as the "Master Contract" and/or "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Services and Requirements, and the Architect's Hourly Rate Proposal as submitted by the Architect in Architect's Response; are attached hereto as Exhibit "1." A complete copy of RFSQ 22-03 is available in the Office of the City Clerk. Architect represents that they are familiar with the documents that make up the Contract, as referenced herein above.

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

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of three (3) years (the "Initial Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for two (2) additional one-year terms, upon review and approval of City Manager and budget appropriation.

Manner and Place: The Architect shall perform the services as outlined in each project assignment, in accordance with the Master Contract for Architectural Services as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Architect shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Architect acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Architect or require the City to place any orders for work or service. Authorization for performance of services by the Architect under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Architect. A sample Task Authorization is attached hereto as Exhibit "2." The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders for goods or services during the life of this Contract. The City reserves the right to contract with other Parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

3. City Obligations. The City reserves the right to utilize lump sum or hourly rate compensation, at the hourly rate compensation as set forth in Exhibit "1." Rates may be adjusted on the anniversary of the effective date of this Contract, upon mutual written agreement of the Parties. The City's obligation to pay Architect under this Contract is limited to an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended. The Architect shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Architect shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Architect's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Architect and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Architect. The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

4. Contract Administration. The Purchasing Manager, Jill Poolman ("Contract Administrator"), shall perform contract administration of this Master Contract. The Department Head requesting the Task Authorization under this Master Contract, shall perform the Contract Administration for their respective Task Authorization for services. For notice provisions, see the paragraph entitled "Notice." The work shall be under the direction of the authorized Contract Administrator who shall have final decision authority for all phases of the work, including general direction, review, and approval of the work. Neither the Contract Administrator's review, approval or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Architect shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Architect's negligent performance of the services furnished under this Contract.

5. Statement of Architectural Services. The Architect shall:

- (a) Provide all certifications ("Architect of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval.

- (c) Verify and evaluate technical proposals furnished by the construction contractor if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other Architectural services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this Contract:
 - (i) Site Visits/Special Permits. The Architect shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (ii) Preliminary Sketches and Opinion of Probable Construction Costs. The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.
 - (iii) Working Drawings and Specifications. After the preliminary sketches and opinion of probable construction costs have been approved, the Architect shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Architect shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.
 - (iv) Original Drawings - Final Plans. Upon approval of final plans the Architect shall deliver to the City one set of original drawings in such medium and on such materials as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this Contract be terminated by the City the Architect shall deliver to the City one set of original drawings as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
 - (v) Revision of Final Drawings and Specifications. The Architect shall, without additional fee, correct and revise the drawings, specifications, or other materials

furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Architect is responsible.

- (vi) Bidding. The Architect shall perform all necessary Architectural services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

6. Responsibility of the Architect. The Architect shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Architect under this Contract. The Architect shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

7. Reuse of Documents. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Architect's work produced in the performance of this Contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including drawings and specifications prepared by the Architect pursuant to this Contract are instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by the City or others for any other project. Reuse for another project without written verification or adaption by Architect for the specific purpose intended will be at the City's risk. Any such verification or adaption will entitle Architect to further compensation at rates to be agreed upon by the City and Architect. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Architect.

8. Expert Witness. The Architect shall serve as an expert witness for the City in any legal proceedings regarding this Project if the City so requests. The expert witness fee for Architect shall be negotiated at the time the Architect is called as an expert.

9. Modifications to Scope of Work/Change Orders.

- (a) Change Orders. The Contract Administrator, upon written approval as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in one or more of the following: the services to be performed, the contract price of the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.
- (b) If any change under this clause causes an increase or decrease in Architect's cost of, or time required for performance of the work hereunder, Architect shall receive an equitable adjustment and the Contract shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.
- (c) Any claim by the Architect for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Architect of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the Contract. The Architect shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Architect shall not be entitled to payment for a charge for any extra work or material.

10. Subcontractors and Outside Associates and Consultants. Any subcontractors and outside associates or consultants required by the Architect in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified and approved in writing by the Contract Administrator. Any

substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

11. Termination.

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Architect of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Architect shall:

- (i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- (ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.
- (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
- (iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Architect under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (v) Settle all outstanding liabilities and claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.
- (vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.
 - a. The fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and
 - b. The completed or partially completed plans, drawings, information, and other property which, if the Contract has been completed, would have been required to be furnished by the City.
- (vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Architect shall submit to the City's Contract Administrator its termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Architect made in writing such thirty (30) days period or authorized extension thereof. Upon failure of the Architect to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him,

the amount, if any, due to the Architect by reason of the termination and shall thereupon pay to the Architect the amount so determined.

(d) Subject to the provisions of Paragraph 11(c), the Architect and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Architect by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly and the Architect shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Architect, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Architect and the Contract Administrator to agree as provided in Paragraph 11(d), upon the whole amount to be paid to the Architect by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Architect the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon as follows:

- (i) For completed work and services accepted by the City, the price or prices specified in the Contract for such work, less any payments previously made.:
- (ii) The total of:
 - a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributed to the work and services paid or to be paid for under Paragraph 11(e)(i) hereof;
 - b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11(b)(v) above, which are properly chargeable to the terminated portion of the Contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11(a) above; and
 - c. A sum, as profit on Paragraph 11(a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.
- (iii) In the event the Contract is terminated because of Architect's default, the City may take over the work and services and complete the same by Contract or otherwise, and the Architect shall be liable to the City for any increased cost of the project.

12. Examination of Records

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

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

transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

13. Public Records Compliance. The Architect shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Architect does not transfer the records to the City.

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

If Architect does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Architect may be subject to penalties under Section 119.10, Florida Statutes.

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

14. Termination for Non-Appropriation of Funds.

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this Contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Architect. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this Contract was entered into. This provision shall survive any termination of the Contract.

15. Insurance Architect shall maintain insurance, as required herein, during the life of this Contract. Architect 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 Architect shall be primary and non-contributory. All insurance coverages of the Architect shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Architect's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Architect may use leased employees if the Architect 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 Architect 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. Architect 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.

Architect 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 Architect is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Architect to ensure the subcontractors maintain the required coverage, shall not relieve the Architect of any contractual responsibility, obligation or liability.

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

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

Should at any time the Architect 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 Architect for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements				
	Insurance	Standards		Additional Requirements
☒	<u>Workers' Compensation</u> The Architect 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 Architect using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount</u> Up to \$10 million \$10 - \$20 million Contracts over \$20 million To Be Determined by the City.	<u>Limits</u> Statutory/\$500,000 Statutory/\$1,000,000	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Architect shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Architect Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☒	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

16. Assignability of Contract. Neither this Contract, nor any part hereof, may be assigned by the Architect to any other party without the express written approval of the City Council.

17. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

18. Liability for Loss or Damage. Architect shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Architect, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, to the extent caused by negligent performance of the Contract by Architect, his/its agents, servants and employees. Architect shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

19. Non-discrimination. During the performance of this Contract, Architect agrees as follows:

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

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

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

20. E-Verify. Architect 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 Architect during the term of this Contract and shall expressly require any subcontractors performing services pursuant to this 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 this Contract.

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

22. 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.

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

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

25. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

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

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Jill Poolman, Purchasing Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5718

Contractor: Hall & Ogle, Architects, Inc.
Attention: David D. Ogle, Jr., Vice President
208 Magnolia Avenue
Daytona Beach, Florida 32114
(386) 255-6163 – Telephone
dogle@hoarchitects.com

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

27. Truth-in-Negotiations

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

(b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification

shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

28. Waiver of Breach and Materiality Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

29. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

HALL & OGLE ARCHITECTS, INC.

Schyler Cergueira
Printed Name: Schyler Cergueira

Pamela Jarosz
Printed Name: Pamela Jarosz

By: David D. Ogle, Jr.

David D. Ogle, Jr., Vice President

Title:

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

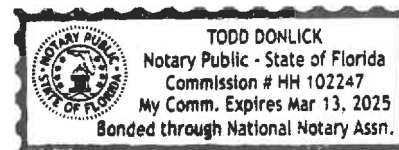
Date: 5.3.2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization, this 3rd day of May, 2022, by David D. Ogle, Jr., as Vice President of Hall & Ogle Architects, Inc., a Florida corporation. He is ✓ personally known or produced as identification.

Todd Donlick
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE


Printed Name: Matt Jones

By: 
Donald O. Burnette, Mayor


Printed Name: Jamie Miller

Date: 5/17/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of May, 2022, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ☒ personally known or ☐ produced as identification.




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

Witnesses:

ATTEST:




Printed Name: Lorie Harris

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


Printed Name: Tracee Cody

Date: 5/17/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 17 day of May, 2022, by Shelly Field as MMC City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ☒ personally known or ☐ produced as identification.



TRACEE CODY
Commission # HH 263672
Expires May 11, 2026


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

[CA 7788]

EXHIBIT “1”

RFSQ 22-03 Section 3 and Architect's Quote

Consisting of 4 Pages

Hall & Ogle Architects, Inc.

Rates are as follows:

Principal: \$200.00/hr

Sr. Project Architect \$150.00/hr

CAD Technician \$ 80.00/hr

Clerical/Support \$ 50.00/hr

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

PROJECT DESCRIPTION:

The purpose of this RFSQ is to establish a master agreement for Professional Architectural Services for various renovation, restoration, construction and general consulting projects in the City of Port Orange in accordance with Florida Statute 287.055, known as the "Consultants' Competitive Negotiation Act" (the "CCNA"). Services for projects may include conducting and/or attending preconstruction meetings, review of shop drawings, record drawing review, cost estimating, and additional architectural services as required during the course of construction.

Authorization for Services under the contract shall be in the form of written Task Authorization issued and executed by the City and signed by the Architect. Each Task Authorization shall describe the services required, state the date of the commencement and completion of work, and establish the amount and method of payment. The City makes no covenant or promise as to the number of available projects during the life of this Contract.

GENERAL INFORMATION:

Sub-consultants

The City of Port Orange reserves the right to approve all sub-consultants for this contract. If sub-consultants are to be utilized, their names and references must be included within this initial statement. Responsibility for the performance of the contract remains with the main Consultant exclusively. Sub-consultants may be added to this contract during the contract period only with PRIOR WRITTEN PERMISSION from the City of Port Orange.

Qualifications

The proposer must have architects or other professional personnel that are registered and licensed in the State of Florida, qualified inspectors, financial advisors or other personnel as required to perform the duties necessary to complete the various services for this project.

Anticipated Services Awarded

The firms will submit a detailed scope of services for consideration during negotiations for individual Task Authorizations under the continuing service contract. The negotiated scope of services for the specified project(s) may include, but may not be limited to, the scope of work discussed above.

Compensation

After a final ranking of all statements received has been decided, the City will begin negotiations with the top ranked firms for a master contract and pricing, per the Consultant's Competitive Negotiations Act requirements.

The City may elect to provide compensation in the Lump-Sum or Unit Cost with maximum format.

Progress payments may be requested monthly. All invoices shall include the Purchase Order Number, the City Contract Number, the name of the project, the authorized amount, the total of previous billings, the current billing amount, and the amount remaining unbilled. In addition, a narrative summary of services provided, explanation of expenses billed under the current billing amount and all back-up documentation needed to confirm the appropriateness of the Consultant's billing shall be provided.

The City's normal payment procedures in accordance with the Florida Prompt Payment Act will be observed. No early payments shall be approved.

No out of scope services shall be provided or compensated in the absence of prior, written authorization in the form of a supplemental Contract and issuance of an appropriate change order to the existing Purchase Order. The City will accept no obligation for any services provided which do not conform to this requirement.

ARCHITECTURAL SERVICES:

1. Provide all certifications ("Architect of Record" function) surveys, calculations, drawings, technical specifications and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
2. Prepare time scaled diagrams showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
3. During construction bidding, provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
4. Furnish consultation and advice as requested by the City during the construction of a project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached to the Task Authorization);
5. Furnish all other Architectural services included without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to the Master Agreement Contract:
 - (a) Site Visits/Special Permits: The Architect shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (b) Preliminary Sketches and Opinion of Probable Construction Costs: The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. A preliminary opinion of probable construction costs shall be prepared based on the preliminary sketch or plan.
 - (c) Working Drawings and Specifications: After the preliminary sketches and opinion of probable construction costs have been approved, the Architect shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule provided with a Task Authorization. A typical design schedule would include 30%, 60% and 90% drawings unless otherwise indicated on the Task Authorization. Working drawings and specification shall be revised as necessary to meet the requirements of permitting and regulatory agencies and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Architect shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by permitting and regulatory agencies and the Contract Administrator.
 - (d) Original Drawings – Final Plans: Upon approval of final plans the Architect shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Architect shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.

- (e) Revision of Final Drawings and Specifications: The Architect shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Architect is responsible.
- (f) Bidding: The Architect shall perform all necessary Architectural services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by the Contract Administrator.
- (g) Reuse of Documents: The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Architect's work produced for a project in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City.
- (h) Expert Witness: The Architect shall serve as an expert witness for the City in any legal proceedings regarding a project under this Contract if the City so requests. The expert witness fee for the Architect shall be negotiated at the time the Architect is called as an expert.

[End of Scope of Services - Remainder of this page left intentionally blank]

EXHIBIT "2"

Example Task Authorization

Consisting of 4 Pages

TASK AUTHORIZATION NO. _____
Master Contract for Architectural Services dated _____
Between the City of Port Orange, Florida and Hall & Ogle Architects, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **HALL & OGLE ARCHITECTS, INC.**, a Florida corporation with its principal place of business at 208 Magnolia Avenue, Daytona Beach, Florida 32114 ("Architect"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Architectural Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Architect shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Architect shall complete the services to be provided herein within ____ days of the date of written notice by the City to the Architect.
4. In return for the services identified above, the City agrees to compensate Architect at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed \$ _____. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Truth-in-Negotiations
 - (a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - (b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has

disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization

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

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

Witnesses:

HALL & OGLE ARCHITECTS, INC.

By: _____

David D. Ogle, Vice President

Printed Name: _____

Date: _____

Printed Name: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Wayne Clark, City Manager **OR** Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA

COUNTY OF VOLUSIA

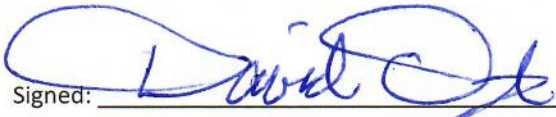
The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is David Ogle. I am over the age of Twenty-one years old. I am the Vice President of Hall & Ogle Architects, Inc., a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."

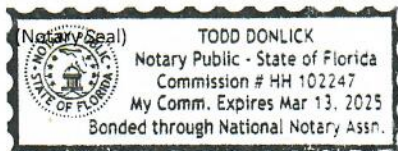
(Title) (Business Name)
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: September 23, 2024

Signed: 
Print Name: David Ogle
Title: Vice President

SUBSCRIBED AND SWORN before me by means of ☒ physical presence or ☐ online notarization on the 23rd day of September, 2024 by David Ogle as Vice President on behalf of Hall & Ogle Architects, Inc. who is personally known to me or who has produced _____ as identification.




Notary Public, State of FLORIDA
Printed name, commission and expiration of commission term

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: TeamAECertificate@usi.com <table border="1"> <tr> <th data-bbox="803 420 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 420 1576 451">NAIC #</th> </tr> <tr> <td data-bbox="803 451 1437 483">INSURER A : Main Street America Protection Insuranc</td> <td data-bbox="1437 451 1576 483">13026</td> </tr> <tr> <td data-bbox="803 483 1437 514">INSURER B : Travelers Casualty and Surety Company</td> <td data-bbox="1437 483 1576 514">19038</td> </tr> <tr> <td data-bbox="803 514 1437 546">INSURER C : XL Specialty Insurance Company</td> <td data-bbox="1437 514 1576 546">37885</td> </tr> <tr> <td data-bbox="803 546 1437 577">INSURER D :</td> <td data-bbox="1437 546 1576 577"></td> </tr> <tr> <td data-bbox="803 577 1437 609">INSURER E :</td> <td data-bbox="1437 577 1576 609"></td> </tr> <tr> <td data-bbox="803 609 1437 638">INSURER F :</td> <td data-bbox="1437 609 1576 638"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Main Street America Protection Insuranc	13026	INSURER B : Travelers Casualty and Surety Company	19038	INSURER C : XL Specialty Insurance Company	37885	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED Hall & Ogle Architects Inc 208 Magnolia Avenue Daytona Beach, FL 32114-4306															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	BPG97183	08/21/2024	08/21/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BPG97183	08/21/2024	08/21/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB8K6464592447G	08/21/2024	08/21/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Professional Liability			DPS5019822	10/31/2023	10/31/2024	\$2,000,000 per claim \$2,000,000 annl aggr.

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

Professional Liability coverage is written on a claims-made basis.

City of Port Orange is an additional insured with respect to General Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Port Orange
Purchasing Division
1000 City Center Blvd
Port Orange, FL 32129

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/15/2024

SUBJECT: (C11) Resolution No. 24-28 - Partial Vacation of Utility Easement at 1551 Dunlawton Avenue (Home Depot)

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure
3 - Quality of Life

RECOMMENDED MOTION: Motion to approve Resolution No. 24-28, subject to the provision and recording of a replacement easement.

SUMMARY: The staff has received a request to vacate a portion (20-foot X 100.26-foot or 2,005 square feet) of an existing 20-foot-wide sanitary sewer utility line easement on the north side of the Home Depot store located at 1551 Dunlawton Avenue. The applicant, Lars Anderson & Associates, on behalf of the property owner, Home Depot USA, Inc., has made this application in connection with the proposed development of a 3,860-square-foot addition to the existing Home Depot store for their tool rental operations. To construct the building addition as proposed, a portion of the sanitary sewer line on the north side of the existing Home Depot building needs to be relocated on the subject property. The property owner/applicant will provide a replacement easement (20-foot X 140.26-foot or 2,805 square feet) over the relocated sewer line once constructed and approved by the City.



The application to vacate a portion of the easement and the legal description have been reviewed for completeness and accuracy. Required easement release letters were provided to all franchise utility companies for the portion of the easement to be vacated. City departments have reviewed this request and have requested the preparation and recording of a separate individual replacement easement prior to the issuance of a certificate of completion for the building addition. If approved, the vacation of the portion of the existing easement is conditioned upon the provision of the replacement sewer line easement and recording thereof. Once the sewer line has been relocated and approved by the City pursuant to the requirements of the LDC, this easement vacation will be recorded in the public records of Volusia County, Florida.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Resolution No. 24-28 w exhibit	Resolution No. 24-28 w exhibit.pdf
2.	Proposed Replacement Easement Home Depot Port Orange, FL - [2024.05.29]	Home Depot Port Orange, FL - Proposed Easement [2024.05.29].pdf

Lisa Epstein
Tim Burman
Shannon Balmer
Wayne Clark

Created/Initiated - 7/30/2024
Approved - 8/1/2024
Approved - 10/7/2024
Final Approval - 10/7/2024

RESOLUTION NO. 24-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
VACATING A PORTION OF A 20-FOOT-WIDE UTILITY
EASEMENT LOCATED ON LOT 1 OF THE HOME DEPOT
OF PORT ORANGE SUBDIVISION; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, pursuant to Warranty Deed recorded in Official Records Book 4675, Page 4023, Public Records, Volusia County, Florida, Home Depot USA, Inc. a Delaware corporation, is the record owner of Lot 1, Home Depot of Port Orange Subdivision, according to Map or Plat thereof, recorded in Map Book 48, Page 182, Public Records, Volusia County, Florida, and said owner having applied for the vacation of approximately a 2,005 square foot (20-foot X 100.26-foot) portion of the 20-foot wide utility easement located at 1551 Dunlawton Avenue, in connection with the construction of an addition for tool rental operations; and

WHEREAS, the applicant has complied with the requirements of Section 177.101(4), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has the power and authority to vacate publicly dedicated easements within the City limits under constitutional home rule powers and Chapters 166 and 177, Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has determined that the public's interest in that portion of the easement to be vacated is not required in its present location, and that it is in the best interest and welfare of the City of Port Orange and the citizens thereof to vacate and abandon that portion of the utility easement as more particularly described on the attached **Exhibit "A."**

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

Section 1. The interest of the public in the portion of the utility easement depicted and described on the attached Exhibit "A," is hereby declared to be vacated and abandoned, and any right, title and interest of the public in and to the attached easement hereby vacated are renounced and disclaimed. All other easements and portions thereof, located within Lot 1, Home Depot of Port Orange Subdivision, according to Map or Plat thereof, recorded in Map Book 48,

Page 182, Public Records, Volusia County, Florida not previously vacated or vacated herein shall remain in full force and effect.

Section 2. By accepting this vacation of the portion of the utility easement, the Property Owner accepts full and sole responsibility for any damage to any private improvements placed or constructed within the vacated area.

Section 3. The Mayor and City Clerk are hereby authorized to execute this Resolution.

Section 4. This resolution shall become effective immediately upon recording of a certified copy of this resolution in the Public Records of Volusia County, Florida.

MAYOR DONALD O. BURNETTE

ATTEST

Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____, 2024

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

EXHIBIT A

DESCRIPTION (WRITTEN BY SURVEYOR)

A PORTION OF LOT 1, HOME DEPOT OF PORT ORANGE, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 48, PAGES 182 THROUGH 184, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1, HOME DEPOT OF PORT ORANGE, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 48, PAGES 182 THROUGH 184, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN SOUTH 00°13'18" EAST, A DISTANCE OF 192.16 FEET ALONG THE WEST LINE OF SAID LOT 1 TO THE NORTH LINE OF A 20.00 FOOT UTILITY EASEMENT, PER SAID PLAT; THENCE DEPARTING SAID WEST LINE, NORTH 89°46'15" EAST, A DISTANCE OF 219.83 FEET ALONG THE NORTH LINE OF SAID 20.0 FOOT UTILITY EASEMENT, TO THE **POINT OF BEGINNING**; THENCE CONTINUE ALONG SAID NORTH LINE, NORTH 89°46'15" EAST, A DISTANCE OF 100.26 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°26'24" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°46'15" WEST, A DISTANCE OF 100.26 FEET; THENCE NORTH 00°26'24" WEST, A DISTANCE OF 20.00 FEET TO THE SAID NORTH LINE OF 20.00 EASEMENT, AND THE **POINT OF BEGINNING**.

CONTAINING 2,005 SQUARE FEET MORE OR LESS

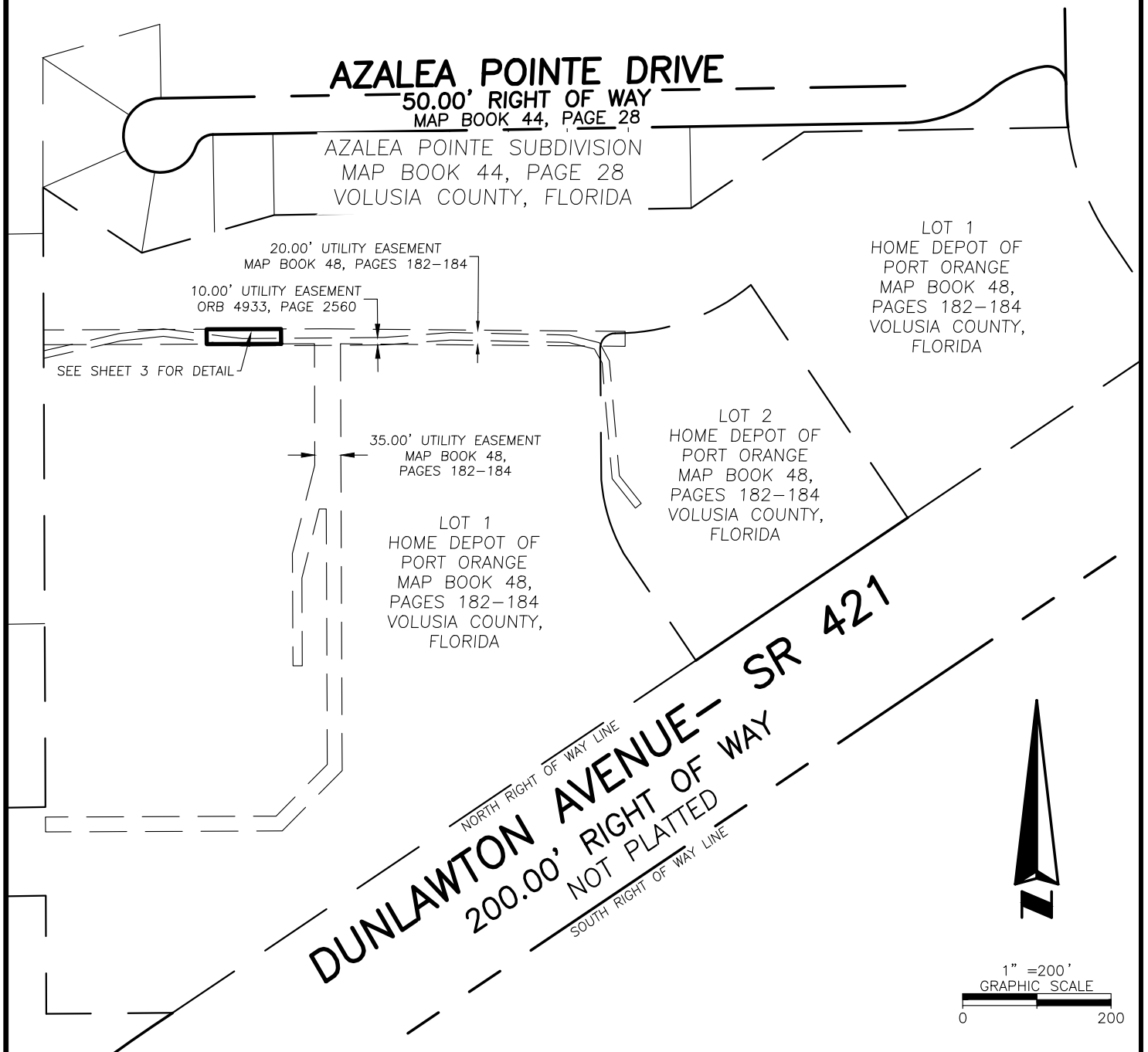
SURVEYOR'S REPORT:

1. BEARINGS SHOWN HEREON ARE BASED ON WEST LINE OF LOT 1, HOME DEPOT OF PORT ORANGE, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 48, PAGES 182 THROUGH 184, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS BEING SOUTH 00°13'18" EAST, ASSUMED.
2. I HEREBY CERTIFY THAT THE "SKETCH OF DESCRIPTION" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATIVE CODE.

DESCRIPTION FOR WD PARTNERS, INC. THE HOME DEPOT, INC	Date: MAY 8, 2024 AR		Certification Number LB2108 47339004
	Job Number: 47339	Scale: 1" = 60'	 SSMC™ SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. REVISED 05/23/24		
	SHEET 1 OF 3 SEE SHEET 2&3 FOR SKETCH		

EDWIN MUNOZ JR., PSM
Registered Land Surveyor Number 7288

SKETCH OF DESCRIPTION
VACATED EASEMENT



LEGEND AND ABBREVIATIONS

L1 = LINE
ORB = OFFICIAL RECORDS BOOK
LB = LICENSED BUSINESS
PSM = PROFESSIONAL SURVEYOR AND MAPPER
SSMC = SOUTHEASTERN SURVEYING AND
MAPPING CORPORATION



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SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108

e-mail: info@southeasternsurveying.com

Drawing No. 47339004

Job No. 47339

Date: MAY 8, 2024

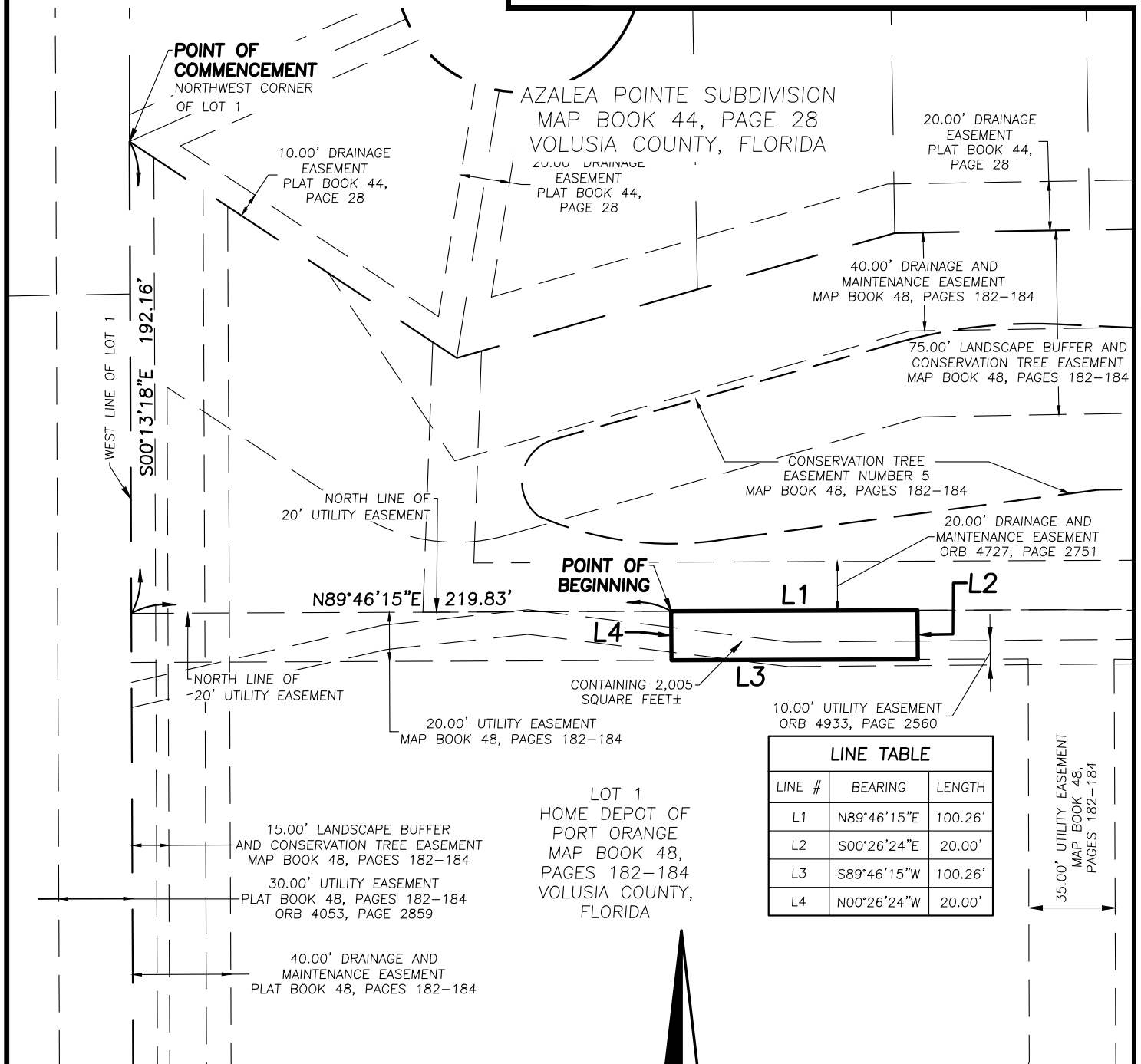
SHEET 2 OF 3

See Sheet 1 for Description

THIS IS NOT A SURVEY.

NOT VALID WITHOUT SHEET 1 THROUGH 3

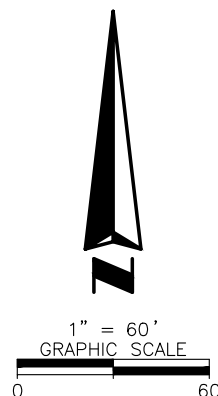
SKETCH OF DESCRIPTION VACATED EASEMENT



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°46'15"E	100.26'
L2	S00°26'24"E	20.00'
L3	S89°46'15"W	100.26'
L4	N00°26'24"W	20.00'

LEGEND AND ABBREVIATIONS

L1 = LINEAR DISTANCE
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PSM = PROFESSIONAL SURVEYOR AND MAPPER
SSMC = SOUTHEASTERN SURVEYING AND MAPPING CORPORATION



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108

e-mail: info@southeasternsurveying.com

Drawing No. 47339004
Job No. 47339
Date: MAY 8, 2024
SHEET 3 OF 3
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 3

EXHIBIT A

DESCRIPTION (WRITTEN BY SURVEYOR)

A PORTION OF LOT 1, HOME DEPOT OF PORT ORANGE, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 48, PAGES 182 THROUGH 184, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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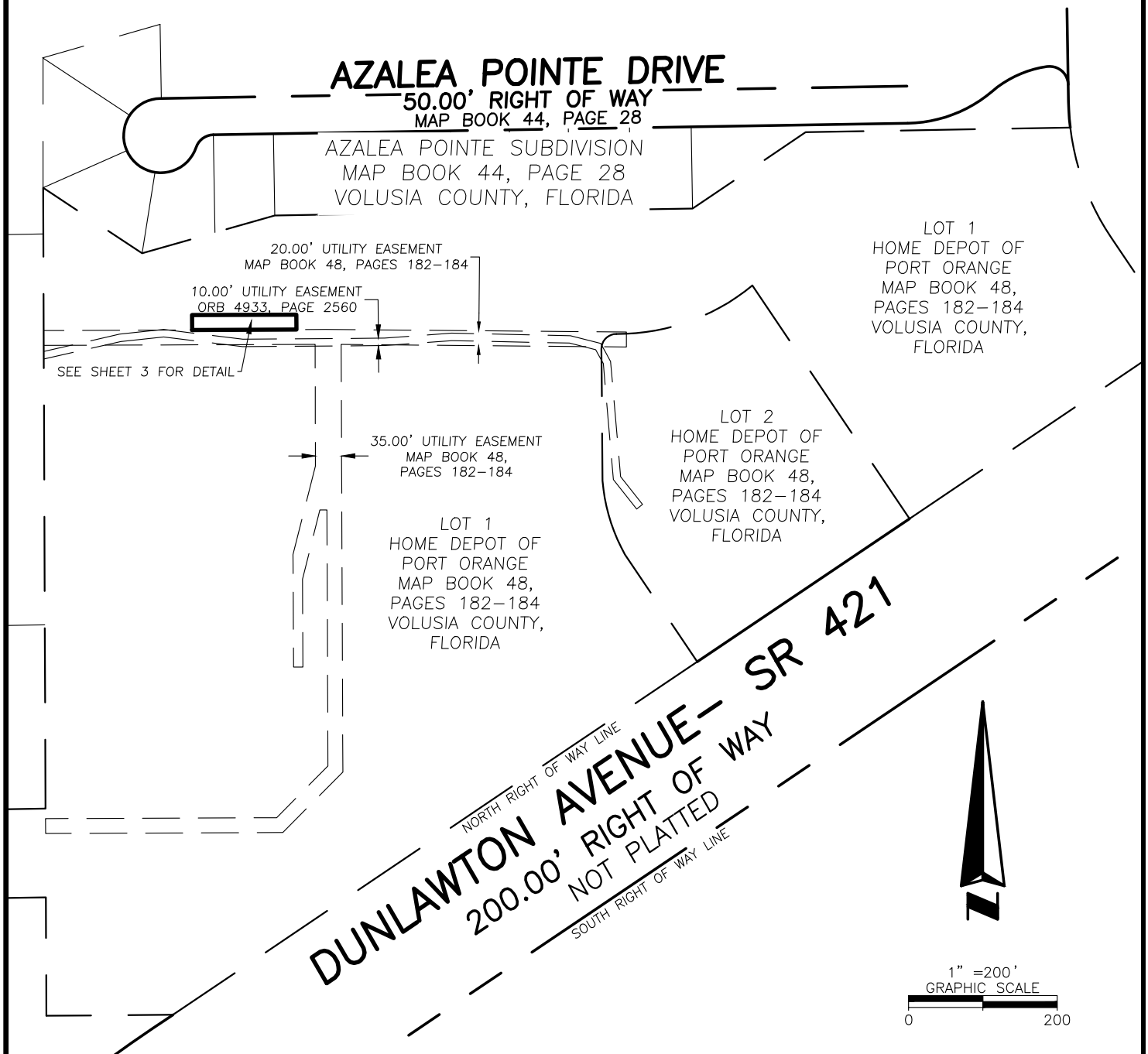
CONTAINING 3,605 SQUARE FEET, MORE OR LESS

SURVEYOR'S REPORT:

1. BEARINGS SHOWN HEREON ARE BASED ON WEST LINE OF LOT 1, HOME DEPOT OF PORT ORANGE, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 48, PAGES 182 THROUGH 184, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS BEING SOUTH 00°13'18" EAST, ASSUMED
2. I HEREBY CERTIFY THAT THE "SKETCH OF DESCRIPTION" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATIVE CODE.

DESCRIPTION	Date: MAY 8, 2024 AR		Certification Number LB2108 47339005
	Job Number: 47339	Scale: 1" = 60'	 SSMC™ SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. REVISED 05/23/24		
	SHEET 1 OF 3 SEE SHEET 2&3 FOR SKETCH		
FOR WD PARTNERS, INC. THE HOME DEPOT, INC	EDWIN MUNOZ JR., PSM Registered Land Surveyor Number 7288		

SKETCH OF DESCRIPTION
PROPOSED EASEMENT



LEGEND AND ABBREVIATIONS

L1 = LINE
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(407) 292-8580

Certification Number LB2108

e-mail: info@southeasternsurveying.com

Drawing No. 47339005

Job No. 47339

Date: MAY 8, 2024

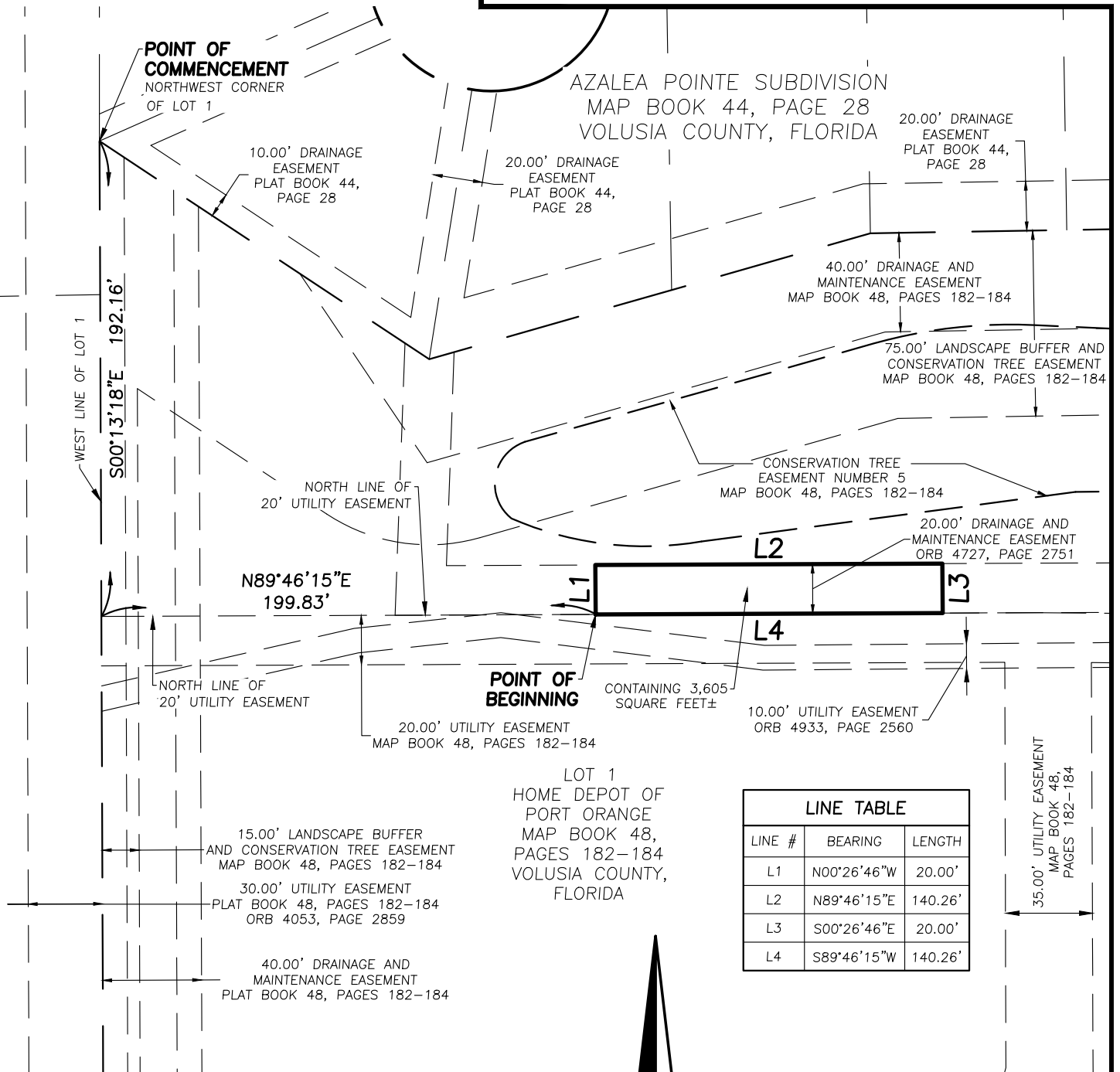
SHEET 2 OF 3

See Sheet 1 for Description

THIS IS NOT A SURVEY.

NOT VALID WITHOUT SHEET 1 THROUGH 3

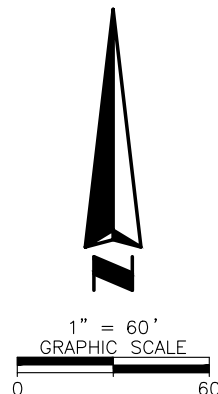
SKETCH OF DESCRIPTION PROPOSED EASEMENT



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°26'46"W	20.00'
L2	N89°46'15"E	140.26'
L3	S00°26'46"E	20.00'
L4	S89°46'15"W	140.26'

LEGEND AND ABBREVIATIONS

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(407) 292-8580

Certification Number LB2108

e-mail: info@southeasternsurveying.com

Drawing No. 47339005
Job No. 47339
Date: MAY 8, 2024
SHEET 3 OF 3
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 3



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/15/2024

SUBJECT: (C12) Resolution No. 24-43 - Ratification of all Emergency Action Taken for Hurricane Helene

DEPARTMENT: City Attorney

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve Resolution No. 24-43.

SUMMARY: As Potential Tropical Cyclone Nine Invest 97L (Hurricane Helene) approached the State of Florida, City Council adopted Resolution No. 24-41 declaring a local state of emergency and authorizing the City Manager or his designee to serve as Emergency Management Director. During the local state of emergency, the City Council waived the procedures and formalities required by law and City ordinances and authorized the City Manager to exercise all powers and duties and take all actions deemed appropriate.

While the City Manager did not execute any Executive Orders for City Council to ratify, he did authorize the emergency pay structure for the employees who worked during and preparing for the storm.

PRESENTER: Shannon Balmer

ATTACHMENTS:

1.	Resolution No. 24-43	Resolution No. 24-43.pdf
----	----------------------	--------------------------

Tracee Cody
Matthew Jones
Wayne Clark

Created/Initiated - 10/1/2024
Approved - 10/2/2024
Final Approval - 10/6/2024

RESOLUTION NO. 24-43

A RESOLUTION OF THE CITY COUNCIL OF PORT ORANGE FLORIDA RATIFYING EMERGENCY POWERS TAKEN BY THE EMERGENCY MANAGEMENT DIRECTOR AND/OR DESIGNEE DURING THE POTENTIAL TROPICAL CYCLONE NINE (HURRICANE HELENE) STORM EVENT EMERGENCY; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 23, 2024, Governor Ron Desantis issued Executive Order Number 24-208, declaring that a state of emergency exists in 41 counties in the State of Florida; and

WHEREAS, on September 24, 2024, Governor Ron Desantis issued Executive Order Number 24-209, amending Executive Order Number 24-208 to include additional counties, including Volusia County, Florida, in the state of emergency previously declared in Executive Order Number 24-208.

WHEREAS, the City Council of the City of Port Orange declared a Local State of Emergency beginning September 24, 2024, at approximately 6:00 p.m. pursuant to Resolution 24-41; and

WHEREAS, the Local State of Emergency ended on October 1, 2024; and

WHEREAS, during the local state of emergency the City Council waived the procedures and formalities required by law, in accordance with Section 252.38, Florida Statutes, and Chapter 26 of the City of Port Orange Code of Ordinances, and authorized and empowered the City Manager to exercise all powers and duties and take all actions deemed appropriate as authorized in Section 252.38, Fla. Stat., and Sections 26.6.1, et seq. of the City of Port Orange Code of Ordinances; and

WHEREAS, the actions taken by the City Manager included providing a temporary increase in spending authority for certain designated employees; and

WHEREAS, the City Council seeks to ratify the emergency actions taken by the City Manager during the Potential Tropical Cyclone Nine (Hurricane Helene) Storm Event emergency.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port Orange, Florida, as follows:

SECTION 1: The City Council of the City of Port Orange hereby ratifies all emergency actions taken by the City Manager and his designee in response to the Potential Tropical Cyclone Nine (Hurricane Helene) Storm Event emergency as authorized by Resolution No. 24-41.

SECTION 2: All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

SECTION 3: If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

SECTION 4: This Resolution shall become effective immediately upon adoption by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/15/2024

SUBJECT: (G16) Parks and Recreation Advisory Board Report

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION:

SUMMARY:

PRESENTER: System Admin

ATTACHMENTS:

Meghan Meyer

Created/Initiated - 3/28/2024



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/15/2024

SUBJECT: (H17) First Reading - Ordinance No. 2024-18 - First Amendment to the Angler's Cove PUD Master Development Agreement (Case No. PRZA-24-0007)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance 2024-18

SUMMARY: Planning Commission Action (9/26/24): Recommended Approval 4-0

The proposed 1st Amendment to the Angler's Cove Planned Unit Development (PUD) Master Development Agreement (MDA) is to establish a modified definition of a screen enclosure for Lot 4 of the Angler's Cove Subdivision. Lot 4 of the Angler's Cove Subdivision (subject property) is located at 3657 Haller Point, south of the Admiralty Club condominium.

Staff discovered a permit error related to the pool screen room for this home. The building plans for the single-family home, reviewed and approved by a 3rd party plan review firm (private provider) and not city staff, included walls on the south and west sides of the pool deck, that along with the exterior walls of the house created a courtyard, with a screen roof over the courtyard. However, the same detail for the walled courtyard was not shown on the site layout plan for the single-family home building permit reviewed by staff.



Typically, when building permits for a single-family home and screen room are submitted at the same general time, building staff reviews the building plans for the permits for compliance with the Florida Building Code (FBC), and other Community Development staff reviews the site layout plan for compliance with the dimension (setbacks, open space, building coverage, building height, etc.) and lot grading requirements in LDC and/or MDA. This allows for an overall review of the proposed work and for staff to communicate if specific details are not fully shown on either the building or the site layout plans.

However, for this single-family home, the contractor had the building plans reviewed by a 3rd party plan review firm (private provider) for compliance with the Florida Building Code (FBC) instead of the city's building staff, which is allowed by Florida Statutes. When a contractor uses a private provider to review the building plans for a single-family home, that private provider is responsible for reviewing the building plans to ensure the plans meet the requirements of the FBC. Once the private provider approves the building plans for compliance with the FBC, the contractor submits a building permit to the city. When the city receives a single-family home permit, and the plans have been reviewed and approved by a private provider, city staff will apply the required development fees (impact fees, water connect fee, stormwater fee, etc.) and verify that the site layout plan for the single-family home complies with the dimensional (setback, open space, building height, etc.), lot grading, and landscape requirements in the LDC or MDA.

According to the Land Development Code (LDC), a screen room is defined as "an

addition to a structure or integral part of a structure which is enclosed with screen, permitting unobstructed flow of air in and out of the addition. A screen room may have a permanent floor and roof structure integral to the principal structure; however, for purposes of this code, no elevation of any wall of the room shall have less than 60 percent open screen area.” The proposed amendment allows each wall or elevation for the screen room on Lot 4 to have a minimum of 20 percent open screen area.

Because the open screen area percentage required for a screen room is provided in the definition for a screen room in the LDC and not as a specific dimensional code requirement, it does not meet the criteria to be processed as a variance. Therefore, the only way to establish an alternative percentage requirement to allow the already constructed walls to remain is to process an amendment to the MDA that allows a smaller percentage of open screen area for this specific home.

Due to the site conditions of this lot, there is adequate separation and existing vegetation between the screen room and the adjacent home to the south to minimize the visual appearance of the screen room. Due to the location of the screen enclosure on the subject property, configuration of the surrounding lots, and existing vegetation, allowing a larger proportion of solid wall or less open screen area is not anticipated to negatively impact any of the surrounding properties.

If the amendment is approved, it will allow the two walls that make up the screen room to have a minimum of 20 percent open screen area instead of the 60 percent standard. The proposed amendment only applies to Lot 4 and does not modify any dimensional requirements in the LDC or Anglers Cove MDA.

The Staff Report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2024-18 w exhibit	Ordinance 2024-18 w exhibit.pdf
2.	Angler's Cove PUD 1st Amendment to MDA	Angler's Cove PUD 1st Amendment to MDA.pdf
3.	Revised Business Impact Estimate - ORD 2024-18 - PRZA-24-0007	Revised Business Impact Estimate - ORD 2024-18 - PRZA-24-0007.docx
4.	STAFF REPORT	STAFF REPORT .pdf

Penelope Cruz
Tim Burman
Shannon Balmer
Wayne Clark

Created/Initiated - 9/26/2024
Approved - 9/27/2024
Approved - 10/2/2024
Final Approval - 10/6/2024

ORDINANCE NO. 2024-18

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE FIRST
AMENDMENT TO THE ANGLER'S COVE PLANNED UNIT
DEVELOPMENT MASTER DEVELOPMENT AGREEMENT
TO ESTABLISH A MODIFIED DEFINITION OF A SCREEN
ENCLOSURE FOR LOT 4 OF THE ANGLER'S COVE
SUBDIVISION; PROVIDING FOR THE REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY OF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the First Amendment to the Angler's Cove Planned Unit Development Master Development Agreement (hereinafter referred to as the "First Amendment"); and

WHEREAS, the Owner submitted a request to the Planning Commission to approve the First Amendment; and

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

WHEREAS, the Planning Commission has by majority vote recommended approval of the proposed First Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the First Amendment.

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

Section 1. The City Council of the City of Port Orange does hereby approve the First Amendment (attached hereto as **Exhibit "1"**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said First Amendment.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

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

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2024

Passed and adopted on second and final reading on the day of _____, 2024

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

EXHIBIT 1

FIRST AMENDMENT TO ANGLER'S COVE PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT

The **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation (the "City"), and **GENEVIEVE H COMFORT, KIMBERLY C COMFORT, GARY C COMFORT JR, and MARY E COMFORT**, owners (the "Owner"), hereby covenant and agree, and bind their successors and assigns as follows:

WHEREAS, the Owner is the owner of the property more particularly described in **Exhibit "A"**, attached hereto and made a part here by reference ("Subject Property"); and

WHEREAS, the City and Intracoastal Lots, LLC (developer) previously entered into the Angler's Cove Planned Unit Development Master Development Agreement, adopted June 19, 2018, and recorded in Official Records Book 7561, Page 3038, Public Records of Volusia County, Florida (the "MDA"); and

WHEREAS, the Owner requests the City to amend the MDA to address screen room requirements for the Subject Property, the only property impacted by this First Amendment to Angler's Cove Planned Unit Development Master Development Agreement ("First Amendment"); and

WHEREAS, the City is willing to grant the 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 City and the Owners hereby agree to amend the MDA as follows:

1. The recitals provided above are recognized as true and correct representations and are incorporated herein.
2. **Exhibit C of the MDA is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in STRIKETHROUGH]**

EXHIBIT "C"

MINIMUM DIMENSIONAL REQUIREMENTS

Lot Number	Minimum Lot Area	Minimum Lot Width	Front Setback	Side Setback	Rear Setback	Rear Buffer Easement
1	7,500	75	25	7.5	20	5
2	7,500	75	25	7.5	20	5
3	7,500	75	25	7.5	20	5
4*	7,500	75	25	7.5	20	5
5	7,500	75	25	7.5	20	5

*Lot 4 may have a screen room which is enclosed with screen, permitting unobstructed flow of air, with no elevation of any wall of the room having less than 20 percent open screen area.

3. This First Amendment shall be effective as of the date it is executed by all parties. The MDA, as previously enacted, shall remain in full force and effect except with the respect to those matters specifically amended by this First Amendment.
4. This First Amendment shall be recorded in the Public Records of Volusia County, Florida, at the Owner's expense. The dimensional requirements imposed by this First Amendment shall be binding upon all successors in interest in the Subject Property.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of:

**THE CITY OF PORT ORANGE,
FLORIDA, a Florida municipal corporation**

Witness 1

By: _____
Donald O. Burnette, Mayor

Print Name of Witness 1

Attest:

Witness 2

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

Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of _____, 2024 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: _____

My commission expires _____

Signed, sealed and delivered in the presence of:

Witness 1

By: _____
GENEVIEVE H. COMFORT

Print Name of Witness 1

Date: _____

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by **GENEVIEVE H. COMFORT**. He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence
of:

Witness 1

By: _____
KIMBERLY C. COMFORT

Print Name of Witness 1

Date: _____

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this ____ day of _____, 2024, by **KIMBERLY C. COMFORT**.
He or she is ☐ personally known to me or ☐ produced as identification and did not take an
oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence
of:

Witness 1

By: _____
GARY C. COMFORT JR.

Print Name of Witness 1

Date: _____

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this _____ day of _____, 2024, by **GARY C. COMFORT JR.** He
or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence
of:

Witness 1

By: _____
MARY E. COMFORT

Date: _____

Print Name of Witness 1

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this ____ day of _____, 2024, by **MARY E. COMFORT**. He or
she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public
Commission No. _____

EXHIBIT "A"

LEGAL DESCRIPTION

Tax Parcel: 6302-49-00-0040

LOT 4, ANGELER'S COVE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 60, PAGE 109 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

**FIRST AMENDMENT TO ANGLER'S COVE PLANNED UNIT DEVELOPMENT
MASTER DEVELOPMENT AGREEMENT**

The **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation (the "City"), and **GENEVIEVE H COMFORT, KIMBERLY C COMFORT, GARY C COMFORT JR, and MARY E COMFORT**, owners (the "Owner"), hereby covenant and agree, and bind their successors and assigns as follows:

WHEREAS, the Owner is the owner of the property more particularly described in **Exhibit "A"**, attached hereto and made a part here by reference ("Subject Property"); and

WHEREAS, the City and Intracoastal Lots, LLC (developer) previously entered into the Angler's Cove Planned Unit Development Master Development Agreement, adopted June 19, 2018, and recorded in Official Records Book 7561, Page 3038, Public Records of Volusia County, Florida (the "MDA"); and

WHEREAS, the Owner requests the City to amend the MDA to address screen room requirements for the Subject Property, the only property impacted by this First Amendment to Angler's Cove Planned Unit Development Master Development Agreement ("First Amendment"); and

WHEREAS, the City is willing to grant the 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 City and the Owners hereby agree to amend the MDA as follows:

1. The recitals provided above are recognized as true and correct representations and are incorporated herein.
2. **Exhibit C of the MDA is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in STRIKETHROUGH]**

EXHIBIT "C"

MINIMUM DIMENSIONAL REQUIREMENTS

Lot Number	Minimum Lot Area	Minimum Lot Width	Front Setback	Side Setback	Rear Setback	Rear Buffer Easement
1	7,500	75	25	7.5	20	5
2	7,500	75	25	7.5	20	5
3	7,500	75	25	7.5	20	5
4*	7,500	75	25	7.5	20	5
5	7,500	75	25	7.5	20	5

*Lot 4 may have a screen room which is enclosed with screen, permitting unobstructed flow of air, with no elevation of any wall of the room having less than 20 percent open screen area.

3. This First Amendment shall be effective as of the date it is executed by all parties. The MDA, as previously enacted, shall remain in full force and effect except with the respect to those matters specifically amended by this First Amendment.
4. This First Amendment shall be recorded in the Public Records of Volusia County, Florida, at the Owner's expense. The dimensional requirements imposed by this First Amendment shall be binding upon all successors in interest in the Subject Property.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of:

**THE CITY OF PORT ORANGE,
FLORIDA, a Florida municipal corporation**

Witness 1

By: _____
Donald O. Burnette, Mayor

Print Name of Witness 1

Attest:

Witness 2

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

Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of _____, 2024 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: _____

My commission expires _____

Signed, sealed and delivered in the presence of:

Witness 1

By: _____
GENEVIEVE H. COMFORT

Print Name of Witness 1

Date: _____

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this _____ day of _____, 2024, by **GENEVIEVE H. COMFORT**.
He or she is [☐] personally known to me or [☐] produced as identification and did not take an
oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence
of:

Witness 1

By: _____
KIMBERLY C. COMFORT

Print Name of Witness 1

Date: _____

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this ____ day of _____, 2024, by **KIMBERLY C. COMFORT**.
He or she is ☐ personally known to me or ☐ produced as identification and did not take an
oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence
of:

Witness 1

By: _____
GARY C. COMFORT JR.

Print Name of Witness 1

Date: _____

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this _____ day of _____, 2024, by **GARY C. COMFORT JR.** He
or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence
of:

Witness 1

By: _____
MARY E. COMFORT

Date: _____

Print Name of Witness 1

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this ____ day of _____, 2024, by **MARY E. COMFORT**. He or
she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public
Commission No. _____

EXHIBIT "A"

LEGAL DESCRIPTION

Tax Parcel: 6302-49-00-0040

LOT 4, ANGELER'S COVE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 60, PAGE 109 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



Business Impact Estimate

This form should be included in 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. 2024-18 – First Amendment to Angler's Cove Planned Unit Development Master Development Agreement (Case No. PRZA-24-0007)

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 ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Development orders, and development permits, as those terms are defined in s. 163.3164; and development agreements as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
 - c. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - d. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - e. 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):
A request by the applicant to amend the Angler's Cove Master Development Agreement to establish a minimum 20 percent open screen area requirement for a screen room on Lot 4 of the Angler's Cove Subdivision.

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:
N/A
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:
N/A
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:
N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
N/A

4. Additional information the governing body deems useful² (if any):
This ordinance is to allow each wall or elevation for a screen room on Lot 4 to have a minimum of 20 percent open screen area. Due to the location of the screen enclosure on the subject property, configuration of the surrounding lots, and existing vegetation, having a larger percentage of the screen room with a solid wall or less open screen area is not anticipated to negatively impact any of the surrounding properties.

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.



STAFF REPORT

First Amendment to Angler's Cove Planned Unit Development Master Development Agreement
CASE NO. PRZA-24-0007

REQUEST:	Approve an amendment to the Angler's Cove Master Development Agreement to establish a minimum 20 percent open screen area requirement for a screen room on Lot 4 of the Angler's Cove Subdivision.
LOCATION:	3657 Haller Point (Figure 1 - Location Map)
APPLICANT:	City of Port Orange
OWNER:	Gary Comfort, Jr., Genevieve Comfort, Kimberly Comfort, Mary Comfort
STAFF CONTACT:	Tim Burman, Community Development Director (386) 506-5675
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 4-0 (September 26, 2024)
CITY COUNCIL:	October 15, 2024

PROPOSED AMENDMENT

The proposed 1st Amendment to the Angler's Cove Planned Unit Development (PUD) Master Development Agreement (MDA) is to establish a modified definition for a screen room for Lot 4 of the Angler's Cove Subdivision. Lot 4 of the Angler's Cove Subdivision (subject property) is located at 3657 Haller Point, south of the Admiralty Club condominium. The proposed amendment is to allow each wall or elevation for a screen room on Lot 4 to have a minimum of 20 percent open screen area.

According to the Land Development Code (LDC), a screen room is defined as "an addition to a structure or integral part of a structure which is enclosed with screen, permitting unobstructed flow of air in and out of the addition. A screen room may have a permanent floor and roof structure integral to the principal structure; however, for purposes of this code, no elevation of any wall of the room shall have less than 60 percent open screen area."

Since the open screen area percentage allowed for a screen room is provided in the definition for a screen room in the LDC and not a specific code requirement, a variance cannot be processed. Therefore, the only way to establish an alternative percentage requirement is to process an amendment to the MDA and create a standalone requirement to allow a minimum 20 percent open screen area requirement for a screen room. If the open screen area percentage requirement were a code requirement in the LDC and not part of a definition, this request would have been processed as a variance.

Figure 1. Location Map



BACKGROUND

In Summer 2023, building permits were inadvertently issued that allowed for a screen room on the subject property to be constructed with only 20 percent of the enclosure consisting of an open screen area. In Spring 2023, building permit applications for a single-family home, pool, and screen enclosure on the subject property were submitted to the city. The permits were issued in Summer 2023, and construction began at the end of 2023. During a site meeting in Summer of 2024 to review the required grading for Lot 4 with the builder of the single-family home, staff observed that the exterior walls for the screen enclosure had been constructed, and there would only be about 20 percent of the screen enclosure exterior having an open screen area.

Once city staff and the contractor reviewed the approved building permit for the single-family home along with the approved building permit for the screen enclosure, it was discovered that the building plans for the single-family home included walls on the south and west sides of the pool deck, that along with the north and east exterior walls of the home created a courtyard, and the approved building permit for the screen enclosure call for a small screen wall to be attached to the south and west walls and a screen roof over the courtyard and pool. Based on the approved permits, the screen enclosure will consist of a 10-foot-tall wall with a 2-foot-tall open screen wall on the west and south sides of the pool deck, with an open screen roof.



Aerial photo of the Single-Family Home and Screen Enclosure on Lot 4 of the Angler's Cove Subdivision

Typically, when building permits for a single-family home and pool screen enclosure are submitted at the same general time, building staff reviews the building plans for the permits for compliance with the Florida Building Code (FBC), and Community Development staff reviews

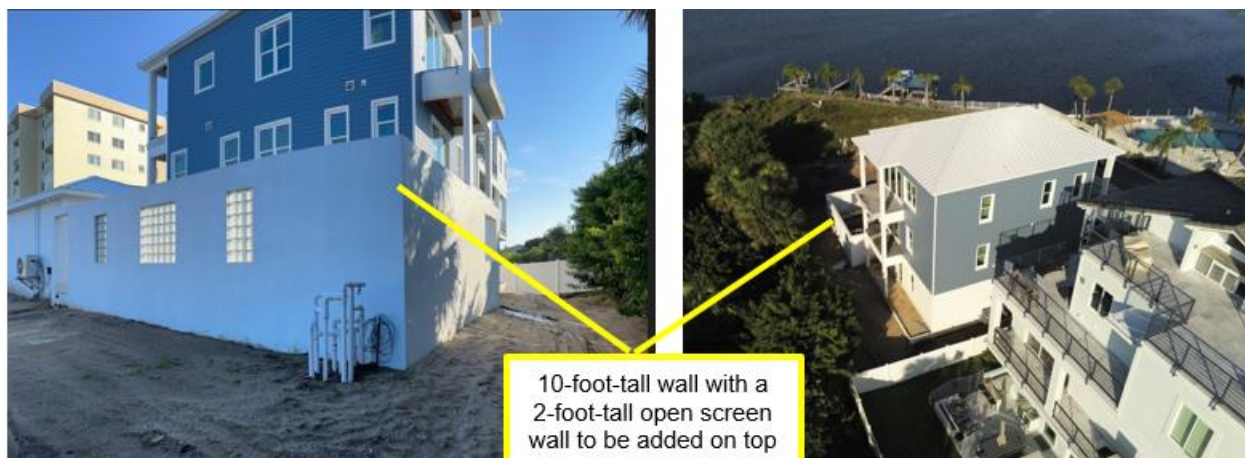
the site layout plan for compliance with the dimension (setbacks, open space, building coverage, building height, etc.) and lot grading requirements in LDC and/or a MDA. This allows for an overall review of the proposed work and for staff to communicate if specific details are not fully shown on both the building and the site layout plans.

In this case, the contractor for the single-family home had the building plans reviewed by a 3rd party plan review firm (private provider) for compliance with the Florida Building Code (FBC) instead of the city's building staff. The use of a private provider to review building plans or conduct inspections on a home, building, or structure for compliance with the FBC instead of city staff is allowed by Florida Statutes. If a contractor uses a private provider to review the building plans for a single-family home, the private provider is responsible for reviewing the building plans to ensure the plans meet the requirements of the FBC. Once the private provider approves the building plans for compliance with the FBC, the contractor submits a building permit to the city. When the city receives a single-family home permit, and the plans have been reviewed and approved by a private provider, city staff will apply the required development fees (impact fees, water connect fee, stormwater fee, etc.) and verify that the site layout plan for the single-family home complies with the dimensional (setback, open space, building height, etc.), lot grading, and landscape requirements in the LDC or a MDA are met.

The site layout plan for the single-family home submitted as part of the single-family home permit showed the footprint of the single-family home and driveway, along with a pool and wall around two sides of the pool, which were to be permitted separately. It appears staff assumed that a future permit would be submitted for a 4-foot to 6-foot wall around the pool, as is typically done around new pools. Since a private provider completed the review of the building plans for this single-family home, the city review for this single-family home was limited to the site layout plan for compliance with the LDC and was not aware that the building plans for the single-family home included the walls for the screen enclosure.

As for the screen enclosure permit, it was reviewed by city staff and met the requirements of the FBC and setback requirements in the LDC and Anglers Cove MDA, and it was assumed that the walls for the enclosure would be open screen area from top to bottom, as typically seen with pool screen enclosure.

If the amendment is approved, it will allow the two walls that make up the pool screen enclosure to have a minimum of 20% open screen area instead of the 60% required by the LDC. The proposed amendment only applies to Lot 4 and does not modify any dimensional requirements in the LDC or Anglers Cove MDA.



There is adequate separation or existing vegetation between the screen enclosure and the adjacent homes to the south and east to minimize the visual appearance of the screen room from adjacent properties. Due to the location of the screen enclosure on the subject property, configuration of the surrounding lots, and existing vegetation, having a larger percentage of the screen room with a solid wall or less open screen area is not anticipated to negatively impact any of the surrounding properties.

The south wall of the enclosure is set 15 feet from the south property and meets the setback requirement for a screen enclosure, according to the LDC. If the south wall was set 5 feet to the north, the screen room wall would have met the 20-foot rear setback, and the proposed amendment would not have been required. Therefore, approval of the MDA amendment does not allow a screen enclosure that would not typically be allowed on this lot; it just allows there to be a screen enclosure with less open screen to be closer to a property line than typically allowed. As indicated above, due to the location of the screen room on the subject property, existing vegetation in the area, and configuration of the adjacent home, a screen enclosure with less open screen area than required by code is not anticipated to negatively impact the adjacent properties.



Aerial Photo of Lot 4 and the Surrounding Properties

CONSISTENCY WITH COMPREHENSIVE PLAN

The subject property is designated *Suburban Residential* (2-4 units/acre) on the City's Future Land Use (FLU) Map. The Angler's Cove PUD was found to be consistent with the Comprehensive Plan when it was approved in 2018. The proposed amendment does not

change the FLU designation or density allowed for the subject property and is consistent with the general intent of the Comprehensive Plan.

PUBLIC NOTICE

A Public Notice sign was posted on the site on September 6, 2024. As of September 20, 2024, staff has not received any phone calls regarding the proposed PUD Amendment.

RECOMMENDATION

Staff recommends **approval** of the First Amendment to the Angler's Cove PUD Master Development Agreement.

ATTACHMENT

Exhibit 1 – First Amendment to the Angler's Cove PUD Master Development Agreement (see Ordinance Exhibit)



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/15/2024

SUBJECT: (H18a) First Reading - Ordinance No. 2024-19 - Second Amendment to the Riveryard Master Development Agreement (Case No. PRZA-24-0006)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life; 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2024-19, approving the Second Amendment to the Riveryard Master Development Agreement, subject to review and approval by the City Attorney's Office for legal form and content.

SUMMARY: Planning Commission Action (9/26/24): Recommended Approval 4-0

In September 2023, the City Council and the Port Orange Town Center Community Redevelopment Agency approved the Riveryard Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Bristol Development Group's (Bristol) mixed-use project located at the northeast corner of Dunlawton Avenue and Ridgewood Avenue, along the Halifax River.



Over the last twelve months, Bristol has continued to make progress in critical areas, including preparing design plans (site plan, architectural drawings, and landscape plans), additional property acquisition, discussions with other permit agencies (Florida Department of Transportation (FDOT), St. John's River Water Management District (SJRWMD), Department of Environmental Protection (DEP), etc.), preparing Economic Incentive Agreements with the City, refinement of construction estimates, and developing a plan to activate the waterfront with interim uses such as a food truck court, coffee shop, and recreation and entertainment amenities.

According to Bristol, information collected over the last year as they continued to develop their project led to some minor adjustments having to be made to the MDA and CDP. Since these adjustments pertained to text listed in the MDA and/or CDP, an amendment to the MDA and CDP was required to make these minor adjustments.

The proposed amendment to the CDP does **not** change Bristol's overall mixed-use project as it will still include a waterfront park (performance pavilion, trails, swings/benches, etc.), riverfront bar/restaurant, ±30,000 square feet of commercial space, hotel (optional), multi-family building wrapped around a parking garage, festival street, public parking, private streets with on-street parking, associated infrastructure (water, sewer, lighting and drainage) improvements, and access from Dunlawton Avenue and Ridgewood Avenue via three private internal streets (Herbert Street, Halifax Drive, and Riveryard Drive).

The following modifications are proposed in the amendment to the Riveryard MDA and CDP

- The CDP has been revised to designate more area for commercial uses and public surface parking and less area for multi-family uses.
- The amendment removes the requirement that 200 public parking spaces are to be provided in a parking garage and 100 public parking spaces are to be provided in a surface lot or on-street. Text has been added to state that the 300 required public parking spaces can be provided in either surface parking lots, on-street, or parking garages. The amendment does not reduce the requirement in the current MDA that 300 public parking spaces are to be provided for commercial uses and waterfront park.
- The amendment revises the multi-family parking requirement from 1.3 to 1.25 spaces per residential unit. According to Bristol, the proposed parking ratio will provide sufficient parking for a multi-family complex based on the traffic typically generated by a multi-family development within a mixed-use project. The Institute of Transportation Engineers (ITE) Parking Generation Manual, 4th edition, indicates that the average parking ratio for a low/mid-rise apartment over a 24-hour period is between 1.10 and 1.37 spaces per residential unit. The proposed 1.25 parking spaces per residential unit is within the ITE-suggested range. The overall site exceeds the minimum parking by 135 spaces that are not restricted and available to be used by people visiting the multi-family development as well as the commercial uses.
- The amendment updates the list of allowed uses to ensure that the commercial portion of the project is developed with experiential uses by removing banks as a permitted use, allowing for ATM kiosks, and restricting office use to the 2nd floor and above. The amendment also establishes the permitted uses for the former ArtHaus property (3840 Ridgewood Avenue) to include uses allowed in the Ridgewood Development (RD) zoning district and Riverwalk Overlay District (ROD), which allows for general retail, office, and restaurant uses.
- The amendment allows for one drive-thru at the former Dave's Pest Control property (3641 Ridgewood Avenue) and one drive-thru at the former ArtHaus property (3840 Ridgewood Avenue). A drive-thru developed at either property will be required to comply with all development requirements in the LDC related to a drive-thru.

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- The amendment clarifies that future development of the former ArHaus property (3840 Ridgewood Avenue) located on the southwest corner of Herbert Street and Ridgewood Avenue is to be developed according to the dimensional criteria (setbacks, open space, building height, etc.) in the Land Development Code for the Ridgewood Development (RD) district and all site development requirements in the Land Development Code.
 - The amendment adds text that states if the Riverwalk Purchase & Sale Agreement between the City and Developer is not completed or is otherwise terminated, then the development rights granted according to MDA shall lapse, except that any vested development rights shall be permitted to remain in place according to the MDA, and associated amendments.

The Staff Report is attached for more information.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2024-19 with exhibits	Ordinance No. 2024-19 with exhibits .pdf
2.	2nd Amendment to Riveryard MDA	2nd Amendment to Riveryard MDA.pdf
3.	STAFF REPORT	STAFF REPORT.pdf
4.	Revised Business Impact Estimate - ORD 2024-19 - PRZA-24-0006	Revised Business Impact Estimate - ORD 2024-19 - PRZA-24-0006.pdf

Penelope Cruz
Tim Burman
Shannon Balmer
Wayne Clark

Created/Initiated - 9/26/2024
Approved - 9/27/2024
Approved - 10/2/2024
Final Approval - 10/6/2024

ORDINANCE NO. 2024-19

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE RIVERYARD MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR APPROXIMATELY +/-11 ACRES GENERALLY LOCATED AT THE NORTHEAST CORNER OF DUNLAWTON AVENUE AND RIDGEWOOD AVENUE, AND INCLUDING PROPERTIES LOCATED AT 3641 RIDGEWOOD AVENUE AND 3840 RIDGEWOOD AVENUE, CLARIFYING PERMITTED USES, REVISING THE LOCATION OF PUBLIC PARKING, REVISING THE MULTI-FAMILY PARKING RATIO, AND UPDATING THE CONCEPTUAL DEVELOPMENT PLAN LAYOUT; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Second Amendment to the Riveryard Master Development Agreement (“MDA”) and Conceptual Development Plan (“CDP”); (hereinafter referred to as the “Second Amendment”); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Second Amendment; and

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

WHEREAS, the Planning Commission has considered and forwarded a recommendation to the City Council regarding 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 _____, 2024

Passed and adopted on second and final reading on the day of _____, 2024

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

EXHIBIT "1"

Document prepared by:

Jessica Gow, Esq.
Cobb Cole Law Firm
149 S. Ridgewood Ave., Ste. 700
Daytona Beach, FL 32114

Return recorded document to:

City of Port Orange Records Clerk
1000 City Center Circle
Port Orange, FL 32129

SECOND AMENDMENT TO RIVERYARD MASTER DEVELOPMENT AGREEMENT

The **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, and **PORT ORANGE TOWN CENTER COMMUNITY REDEVELOPMENT AGENCY**, a special purpose district unit of government organized under Chapter 163, Part III, the Law of Florida, both located in Volusia County, Florida, (collectively "City"), Joan L. Sheridan, Trustee of the Joan L. Sheridan Revocable Trust, JLS888, Inc., Ralph & Tammy Heotzler and Bristol Port Orange Partners, LLC, a Florida limited liability company (collectively "Owners") and **BRISTOL PORT ORANGE PARTNERS, LLC**, a Florida limited liability company in its capacity as the developer of the Property ("Developer"), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

WHEREAS, the property subject to this Second Amendment is the property more particularly described in Exhibit "A" to the MDA, said property being under the sole ownership of City and Owners and under contract (the "Riverwalk Purchase & Sale Agreement") for purchase by Developer; and

WHEREAS, the City and Owners previously entered into the Riveryard Master Development Agreement, adopted September 5, 2023, and recorded in Official Records Book 8457, Page 2924, Public Records of Volusia County, Florida ("MDA"), as amended by that certain First Amendment to Riveryard Master Development Agreement, adopted August 21, 2024, and recorded in Official records Book 8499, Page 2425, Public Records of Volusia County, Florida (the "First Amendment"); and

WHEREAS, the Developer is the contract purchaser of the property owned by the City and, as such, requests the City to further amend the MDA to modify certain development criteria and clarify phasing requirements for public uses within the City Property; and

WHEREAS, the City is willing to grant the Developer'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 City and the Owners hereby agree to amend the MDA as follows:

1. The recitals provided above are recognized as true and correct representations and are incorporated herein.

2. The Conceptual Development Plan referenced in Sections 2. And 3.C. of the MDA which incorporate and refer to the Conceptual Development Plan as Exhibit “B” is hereby amended and replaced in its entirety with the amended Conceptual Development Plan marked as **Exhibit “Amended CDP”**, attached hereto and made a part hereof by this reference. Any references to the CDP or to Exhibit “B” shall mean the Exhibit “Amended CDP” attached hereto, unless otherwise further amended.
3. The Riveryard Architectural Styles Exhibit included as Exhibit “D” of the MDA is hereby amended and replaced in its entirety with the amended Riveryard Architectural Styles Exhibit marked as **Exhibit “Amended Riveryard Architectural Styles Exhibit”**, attached hereto and made a part hereof by this reference. Any references to the Riveryard Architectural Styles Exhibit or to Exhibit “D” shall mean the Exhibit “Amended Riveryard Architectural Styles Exhibit” attached hereto, unless otherwise further amended.
4. **Section 3 (D) of the MDA, Lot Development Criteria, is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in STRIKETHROUGH]**

D. LOT DEVELOPMENT CRITERIA. The following lot development criteria shall apply to the Property.

(1) Except as set forth in subsection (2), herein, ~~the~~ the following modified lot development criteria shall apply to commercial and multifamily development throughout the Property:

[remainder of subsection (1) is unchanged]

(2) The property located on the southwest corner of Herbert Street and Ridgewood Avenue (identified as Parcel 27 on Sheet C3 of the CDP and being Parcel No. 630311060021) shall be developed using the development dimensional criteria for the Ridgewood Development (RD) district.

5. **Section 5 of the MDA is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in STRIKETHROUGH]**

5. PERMITTED USES.

(a) ~~All uses permitted within the PC-R Mixed Use district shall be permitted, along with~~ The following uses are permitted within the Property:

Bike, kayak & other recreational equipment rentals
ATM kiosks

Professional and medical offices (2nd floor and above only)
Animal grooming or wellness
Game/recreation facilities
Health/exercise clubs
Brewery
Amphitheater
Multifamily dwellings and Townhomes
Food Truck Court/Parking – allowed in the area designated on the CDP as commercial, private roadway, and waterfront park.
Bars, lounges, and nightclubs
Hotel
Marina
Outdoor fruit and vegetable or craft market
Retail uses
Personal services
Restaurants
Public/civic facilities
Microbrewery
Craft food and beverage producer

Accessory and temporary uses are permitted within the site that are incidental to the principal uses outlined herein and are part of the scale or scope of everyday operations. Temporary uses, such as social programming, art displays, exercise classes, and similar activities targeted towards activation of the Property shall be permitted without the need for formal Special Event review by the City, so long as the event does not contemplate any of the following: (1) Affects the public roadway network and area(s) beyond the City of Port Orange; (2) Requires one or more public roadway closures; (3) Has hours of operation extending beyond 11:00 p.m.; or (4) Extends for a period over twenty-four hours.

In the areas illustrated on the CDP, temporary staging and parking shall be permitted as an interim use until redevelopment of the portion of the property used for such use.

The property identified as Parcels 19 and 20 on Sheet C3 of the CDP may include as part of the overall development one use with a drive thru.

The property located on the southwest corner of Herbert Street and Ridgewood Avenue (identified as Parcel 27 on Sheet C3 of the CDP) can be developed with the uses permitted in the Ridgewood Development (RD) district and not prohibited in Riverwalk Overlay District (ROD), as amended, except that as part of the overall development one use with a drive thru may be permitted.

[Subsections (b). through (e). remain unchanged]

6. **Section 6.D.(1)-(4) of the MDA is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in STRIKETHROUGH]**

D. PARKING. Parking shall be developed consistent with the LDC, except as modified herein.

(1) Multifamily development may include multi-level garages, one-car garages, two-car garages and surface parking and shall be developed at a minimum ratio of ~~1.3~~1.25 parking spaces per dwelling unit. Parking for multifamily residential uses may be provided through the use of tandem garage/parking spaces so long as the tandem spaces are assigned for the exclusive use of one residential unit.

(2) Commercial uses within the Property may be permitted at a ratio of 5 spaces per 1,000 square feet.

(3) No additional parking shall be required for Food Truck or Marina uses, as this use is intended to be supportive of other proposed uses and transitory in nature.

(4) Of the required parking provided for the Property, a minimum of ~~100 surface spaces and 200 garage spaces~~ 300 parking spaces will be set aside for use by the public, although such spaces shall count towards the minimum required parking standards for individual use types. ~~The Property shall be subject to the following modified standards for parking details:~~

[Remainder of Section Remains Unchanged]

7. **Section 12 of the MDA is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in STRIKETHROUGH]**

[Subsections A. through D. remain unchanged]

E. Furthermore, if the Riverwalk Purchase & Sale Agreement between the City and Developer is not completed or is otherwise terminated, then the development rights granted pursuant to this Agreement shall lapse except that any vested development rights shall be permitted to remain in place pursuant to the terms contained herein.

8. This Second Amendment shall be effective as of the date it is executed by all parties. The MDA, as previously enacted, shall remain in full force and effect except with the respect to those matters specifically amended by the First Amendment and this Second Amendment.

9. This Second Amendment shall be recorded in the Public Records of Volusia County, Florida, at the Developer's expense. The restrictions on use and development imposed by this Second Amendment shall be binding upon all successors in interest in the Property.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

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 O. Burnette, Mayor

Attest:

Witness 2

Print Name of Witness 2

By: _____

Robin L. Fenwick, MMC, City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024 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: **Port Orange Town Center Community
Redevelopment Agency (“CRA”)**

Witness 1

Print Name of Witness 1

By: _____
Name:

Date: _____

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2024, by _____ of _____. He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of: Joan L. Sheridan, Trustee of the Joan L. Sheridan Revocable Trust, (“Owner”)

Witness 1

Print Name of Witness 1

By: _____
Name:

Date: _____

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by Joan L. Sheridan, Trustee of the Joan L. Sheridan. He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of: JLS888, Inc., (“Owner”)

Witness 1

Print Name of Witness 1

Witness 2

Print Name of Witness 2

By: _____
Name:

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2024, by _____ of _____. He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of: Ralph & Tammy Heotzler ("Owner")

Witness 1

By: _____
Ralph Heetzler

Print Name of Witness 1

Date: _____

Witness 2

By: _____
Tammy Heetzler

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by Ralph Heotzler and Tammy Heotzler. They are ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of: **Bristol Port Orange Partners, LLC**
(“Developer”)

Witness 1

Print Name of Witness 1

By: _____

Name:

Witness 2

Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2024, by _____ of Bristol Port Orange Partners, LLC, referred to in this agreement as “Developer.” 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, Senior Assistant City Attorney

EXHIBIT A

LEGAL DESCRIPTION:

A PORTION OF LOTS 1 THRU 9, INCLUDING RIPARIAN RIGHTS, BLOCK B, WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LYING IN SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST.

TOGETHER WITH

LOTS 2 THRU 4, INCLUSIVE, AND INCLUDING RIPARIAN RIGHTS, DANIELS PORT ORANGE, AS RECORDED IN MAP BOOK 3, PAGE 29, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH

THE EAST 55 FEET OF THE WEST 155 FEET OF THE SOUTHERLY 100 FEET, EXCLUDING PART IN STREET, BLOCK "C" WILSON'S PORT ORANGE, ACCORDING TO THE PLAT OR MAP THEREOF AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH

THE EAST 105 FEET OF THE WEST 260 FEET OF THE SOUTH 100 FEET, BLOCK "C", WILSON'S MAP OF PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH

A PORTION OF HERBERT STREET AND A PORTION OF HALIFAX DRIVE.

LESS AND EXCEPT

THE SOUTHERLY 60 FEET OF THE WESTERLY 140 FEET OF LOT 7, BLOCK B, WILSON'S PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS THAT PORTION DEEDED FOR STREET, AND THE WEST 140 FEET OF THE NORTH 15 FEET OF LOT 7 AND THE WEST 140 FEET OF LOT 8, ALL IN BLOCK B, WILSON'S SUBDIVISION OF PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPT THAT PORTION THEREOF DEEDED TO THE STATE OF FLORIDA FOR WIDENING OF THE PUBLIC HIGHWAY LOCATED THEREON.

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF DUNLAWTON AVENUE(PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 79180-2514(R/W VARIES))AND THE EASTERLY RIGHT OF WAY LINE OF RIDGEWOOD AVENUE(U.S. HIGHWAY 1)(PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 7901-278(R/W VARIES)); THENCE ALONG THE SAID EASTERLY RIGHT OF WAY LINE N25°34'45"W, A DISTANCE OF 571.83 FEET TO THE SOUTH LINE OF LOT 7, WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE N64°41'02"E, A DISTANCE OF 130.09 FEET TO THE EASTERLY LINE OF THE WESTERLY 140 FEET OF LOTS 7 AND 8, BLOCK B, SAID WILSON'S PORT ORANGE; THENCE ALONG SAID EASTERLY LINE N25°34'44"W, A DISTANCE OF 129.84 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HERBERT STREET (40' R/W); THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE; S64°43'17"W, A DISTANCE OF 127.53 FEET; THENCE DEPART SAID SOUTHERLY RIGHT OF WAY LINE N25°16'43"W, A DISTANCE OF 40.93 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF HERBERT STREET AND THE EASTERLY RIGHT OF WAY OF RIDGEWOOD AVENUE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE N64°50'16"E, A DISTANCE OF 81.32 FEET TO THE EASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7289, PAGE 4214; THENCE ALONG SAID EASTERLY LINE N25°13'53"W, A DISTANCE OF 100.36 FEET TO THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408; THENCE ALONG SAID SOUTHERLY LINE N64°49'06"E, A DISTANCE OF 178.01 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE N25°23'46"W, A DISTANCE OF 79.78 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE N64°50'19"E, A DISTANCE OF 280.63 FEET TO THE MEAN HIGH WATER LINE OF THE HALIFAX RIVER; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING 22 COURSES S10°33'07"E, A DISTANCE OF 19.09 FEET; THENCE S25°04'17"E, A DISTANCE OF 55.64 FEET; THENCE S22°19'30"E, A DISTANCE OF 49.64 FEET; THENCE S23°46'14"E, A DISTANCE OF 56.19 FEET; THENCE S23°27'26"E, A DISTANCE OF 61.77 FEET; THENCE S39°20'50"E, A DISTANCE OF 56.57 FEET; THENCE S29°14'40"E, A DISTANCE OF 60.48 FEET; THENCE S22°31'59"E, A DISTANCE OF 107.97 FEET; THENCE S39°16'58"E, A DISTANCE OF 6.36 FEET; THENCE S18°04'06"E, A DISTANCE OF 28.61 FEET; THENCE S10°07'08"E, A DISTANCE OF 57.62 FEET; THENCE S04°56'16"E, A DISTANCE OF 18.59 FEET; THENCE S23°08'01"E, A DISTANCE OF 20.17 FEET; THENCE S30°00'12"E, A DISTANCE OF 50.08 FEET; THENCE S16°58'21"E, A DISTANCE OF 58.92 FEET; THENCE S24°26'08"E, A DISTANCE OF 49.65 FEET; THENCE S25°03'28"E, A DISTANCE OF 91.95 FEET; THENCE S34°44'03"E, A DISTANCE OF 24.18 FEET; THENCE S64°28'24"E, A DISTANCE OF 62.07 FEET; THENCE N78°45'07"E, A DISTANCE OF 20.50 FEET; THENCE S58°53'05"E, A DISTANCE OF 16.68 FEET; THENCE N84°53'44"E, A DISTANCE OF 48.98 FEET; THENCE S83°12'10"E, A DISTANCE OF 35.23 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF AFORESAID DUNLAWTON AVENUE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE S61°59'36"W, A DISTANCE OF 224.18 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HALIFAX DRIVE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE S26°00'43"E, A DISTANCE OF 34.57 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF AFORESAID DUNLAWTON AVENUE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE S02°22'59"W, A DISTANCE OF 16.76 FEET; THENCE CONTINUE ALONG SAID LINE

S69°26'15"W, A DISTANCE OF 107.40 FEET; THENCE CONTINUE ALONG SAID LINE S81°44'19"W, A DISTANCE OF 335.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 480,471 SQUARE FEET, OR 11.030 ACRES MORE OF LESS.

PARCEL 1

LOTS 5 AND 6, EXCEPT THE EAST 216 FEET AND EXCEPT THE STREET (US HIGHWAY #1), BLOCK 2, PORT ORANGE HAND TRACT, THE SAID EAST 216 FEET BEING MEASURED ON THE NORTH LINE OF LOT 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE 185, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2

REFER TO A POINT IN THE ORIGINAL EAST LINE OF RIDGEWOOD AVENUE, (US HIGHWAY #1, STATE ROAD NO. 5, A 66 FOOT RIGHT-OF-WAY), SAID POINT BEING THE INTERSECTION OF THE NORTH LINE OF U.S. GOVERNMENT LOT TWO (2), OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, ALSO BEING THE NORTH LINE OF LOT ONE (1), MRS DANIEL'S ADDITION TO PORT ORANGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 3, PAGE 29, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, WITH SAID ORIGINAL EAST RIGHT-OF-WAY; THENCE N89°14'45"E, FOR A DISTANCE OF 3.83 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY # 1 (STATE ROAD 5), NOW A 100 FOOT RIGHT-OF-WAY; THENCE S24°15'30"E ALONG THE EAST RIGHT-OF-WAY LINE NOW IN USE FOR A DISTANCE OF 150.42 FEET; THENCE DEPARTING AFORESAID RIGHT-OF-WAY N77°17'08"E, FOR A DISTANCE OF 338.08 FEET; THENCE N25°55'41"W FOR A DISTANCE OF 75.00 FEET TO THE NORTH LINE OF SAID U.S. GOVERNMENT LOT 2; THENCE S89°14'45"W ALONG SAID SOUTH LINE FOR A DISTANCE OF 358.83 FEET TO THE POINT OF BEGINNING.

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF GOVERNMENT LOT 2, SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND THE ORIGINAL EASTERLY RIGHT OF WAY LINE OF RIDGEWOOD AVENUE, THENCE N89°07'57"E, A DISTANCE OF 3.31 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY # 1(STATE ROAD 5) (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 7901-278 R/W VARIES)); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N22°52'00"W, A DISTANCE OF 46.18 FEET TO THE NORTHERLY LINE OF LOT 5, H.P. HAND TRACT, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALSO BEING THE SOUTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408; THENCE ALONG SAID NORTHERLY LINE N75°10'06"E, A DISTANCE OF 287.02 FEET TO THE BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408; THENCE ALONG SAID BOUNDARY LINE S25°16'47"E, A DISTANCE OF 123.07 FEET TO THE

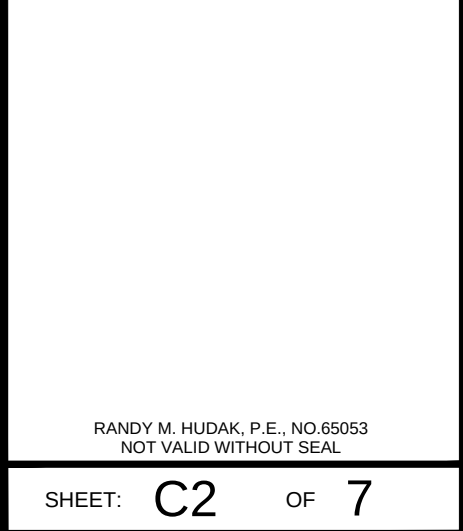
SAID NORTHERLY LINE OF GOVERNMENT LOT 2; ALSO BEING THE NORTHERLY LINE OF LOT 1, DANIELS' ADDITION TO PORT ORANGE, AS RECORDED IN MAP BOOK 3, PAGE 29; THENCE ALONG SAID NORTHERLY LINE N89°12'09"E, A DISTANCE OF 45.83 FEET TO THE BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408; THENCE ALONG SAID BOUNDARY LINE S25°24'56"E, A DISTANCE OF 74.27 FEET TO THE BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408; THENCE ALONG SAID BOUNDARY LINE S77°29'15"W, A DISTANCE OF 340.70 FEET THE SAID EASTERLY RIGHT OF WAY LINE OF RIDGEWOOD AVENUE; THENCE ALONG THE SAID EASTERLY RIGHT OF WAY LINE N22°52'00"W, A DISTANCE OF 147.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 60796 SQUARE FEET, OR 1.396 ACRES MORE OR LESS.

TOGETHER WITH

LOT 1 & 2, AND THE NORTHERLY 21.25 FEET OF THE EASTERLY 136.8 FEET OF LOT 3, BLOCK F, EXCLUDING RIGHT-OF-WAY, WILSON'S PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SHEET: C1 OF 7



PROPERTY INFORMATION

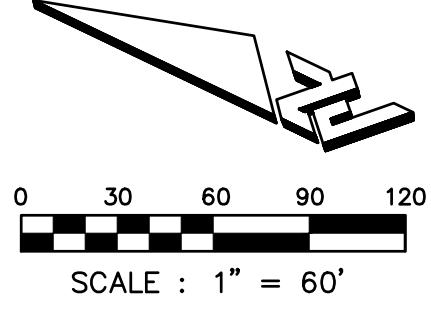
TOTAL ACREAGE: 13.28 AC

LOT	ADDRESS	ACRES
1	- 115 HERBERT ST -	0.13 AC
2	- 373 HALFAIX DR -	1.12 AC
3	- 110 HERBERT ST -	0.31 AC
4	- 108 HERBERT ST -	0.16 AC
5	- 3814 HALFAIX DR -	0.72 AC
6	- 3814 HALFAIX DR -	0.72 AC
7	- 3858 HALFAIX DR -	2.25 AC
8	- 3965 S RIDGEWOOD AVE -	0.14 AC
9	- 3969 S RIDGEWOOD AVE -	0.14 AC
10	- 3979 S RIDGEWOOD AVE -	0.09 AC
11	- 3800 HALFAIX DR -	0.53 AC
12	- 3800 HALFAIX DR -	0.53 AC
13	- HALFAIX DR -	0.04 AC
14	- 3999 S RIDGEWOOD AVE -	0.15 AC
15	- DUNLAWTON AVE -	0.13 AC
16	- DUNLAWTON AVE -	0.14 AC
17	- 106 HERBERT ST -	0.10 AC
18	- 3966 HALFAIX DR -	0.88 AC
19	- RIDGEWOOD AVE -	0.85 AC
20	- 3641 RIDGEWOOD AVE -	0.57 AC
21	- 3925 RIDGEWOOD AVE -	0.24 AC
22	- 3921 RIDGEWOOD AVE -	0.10 AC
23	- 3921 RIDGEWOOD AVE -	0.14 AC
24	- 113 HERBERT STREET -	0.22 AC
25	- HERBERT STREET R/W -	0.44 AC
26	- HALFAIX DRIVE R/W	0.93 AC
27	- 3840 RIDGEWOOD AVE -	0.61 AC

LEGEND:

(

LOT SYMBOL



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LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

[illegible]

**RIVERYARD
EXHIBIT B
PC-R AREA EXHIBIT**

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21336

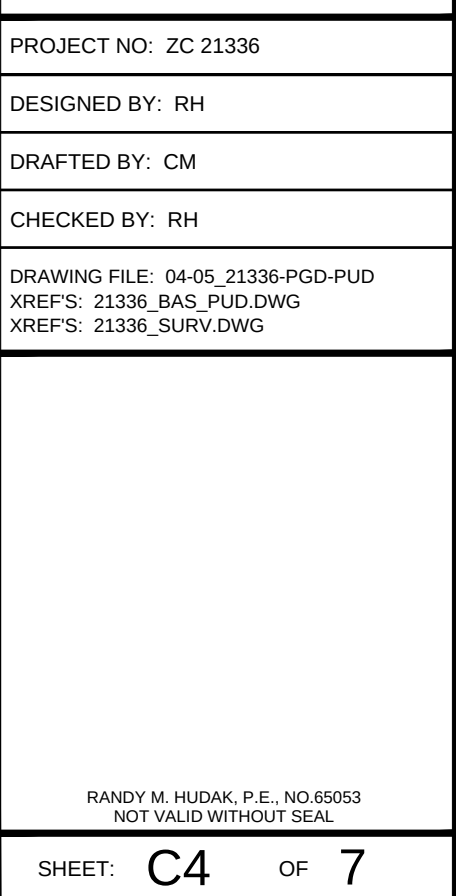
DESIGNED BY: RH

CHECKED BY: RH

DRAWING FILE: 03-21336-AEX-PUD
XREF'S: 21336_BAS_PUD.DWG
XREF'S: 21336_SURV.DWG

RANDY M. HUDAK, P.E., NO.65053
NOT VALID WITHOUT SEAL

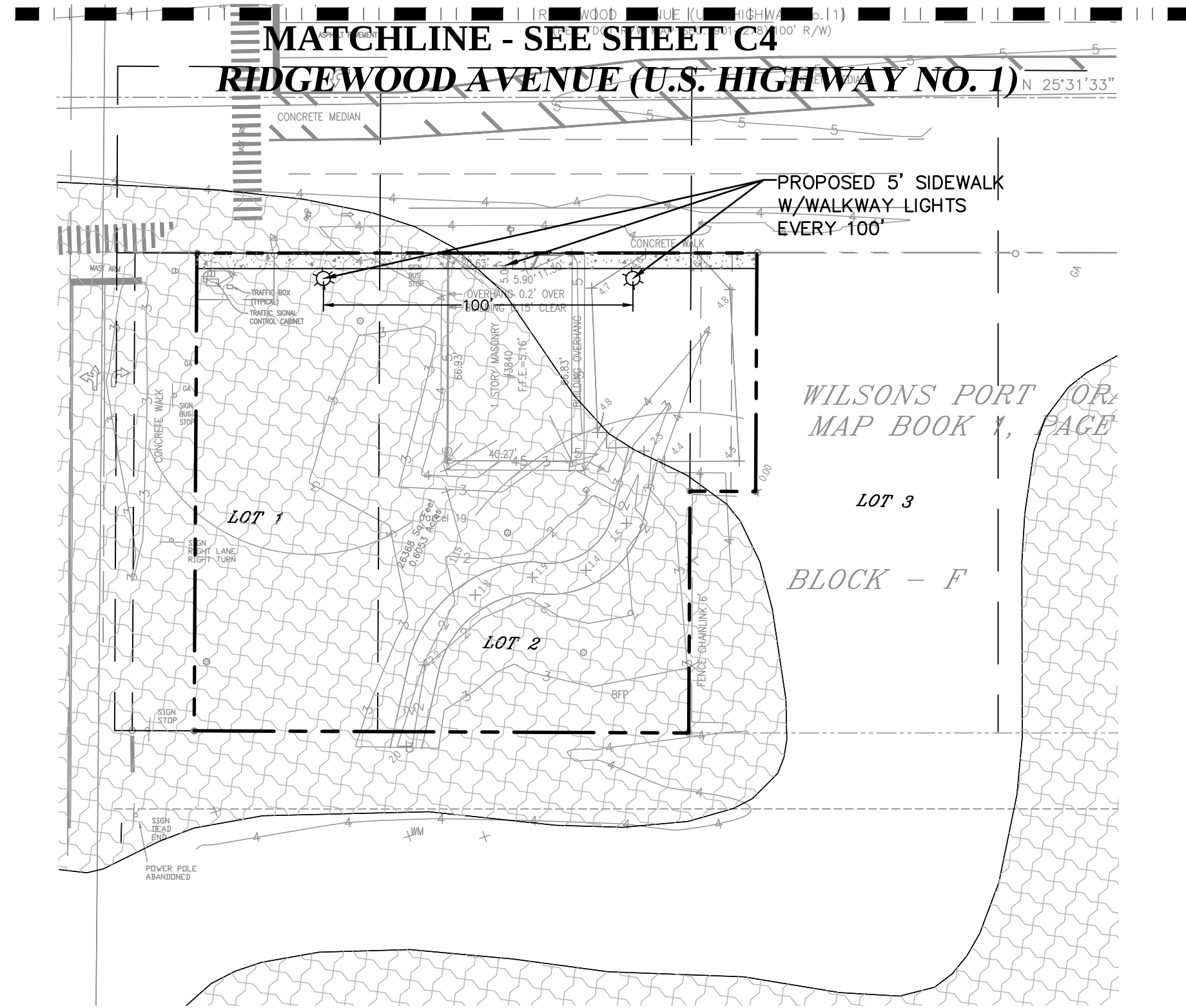
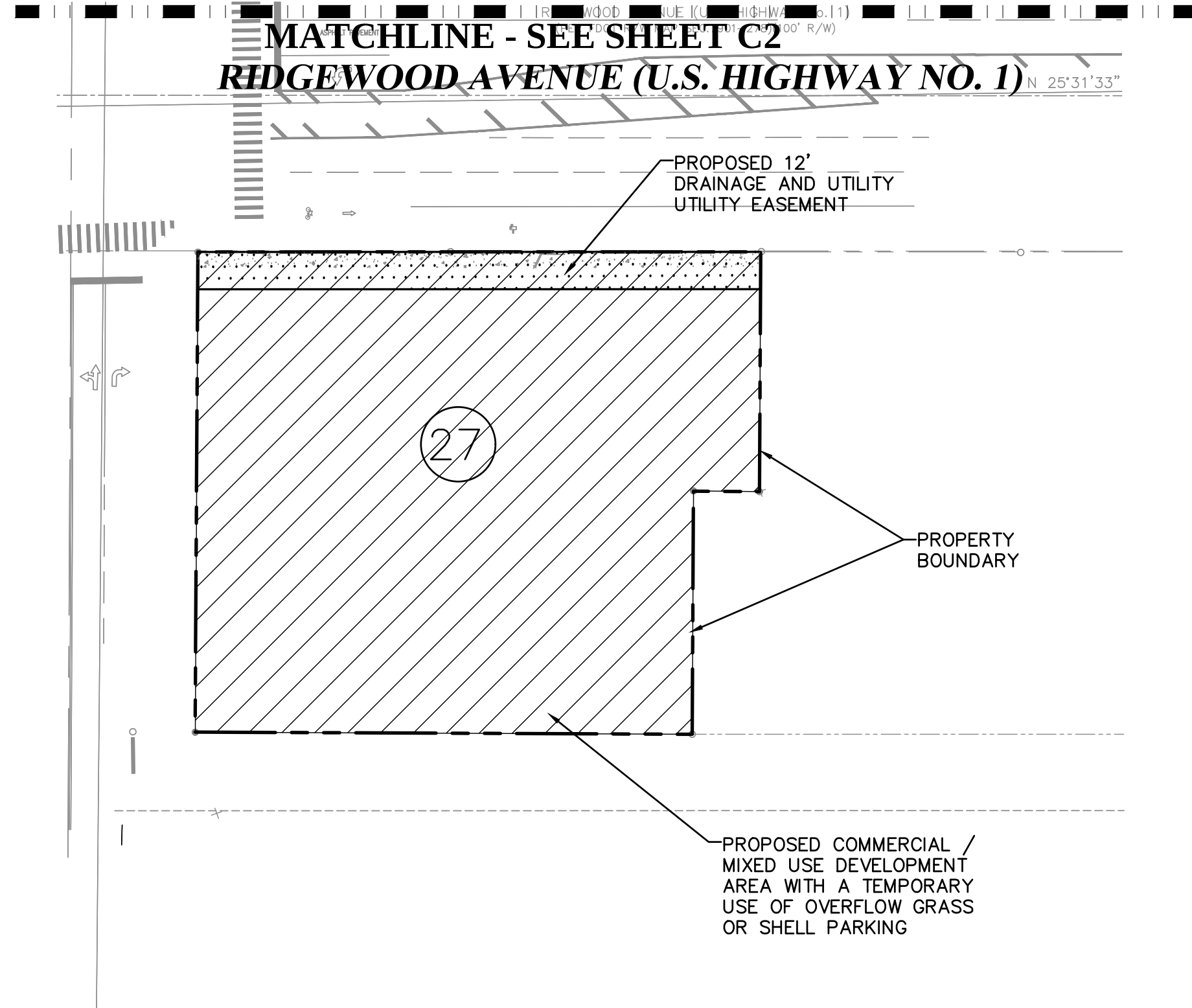
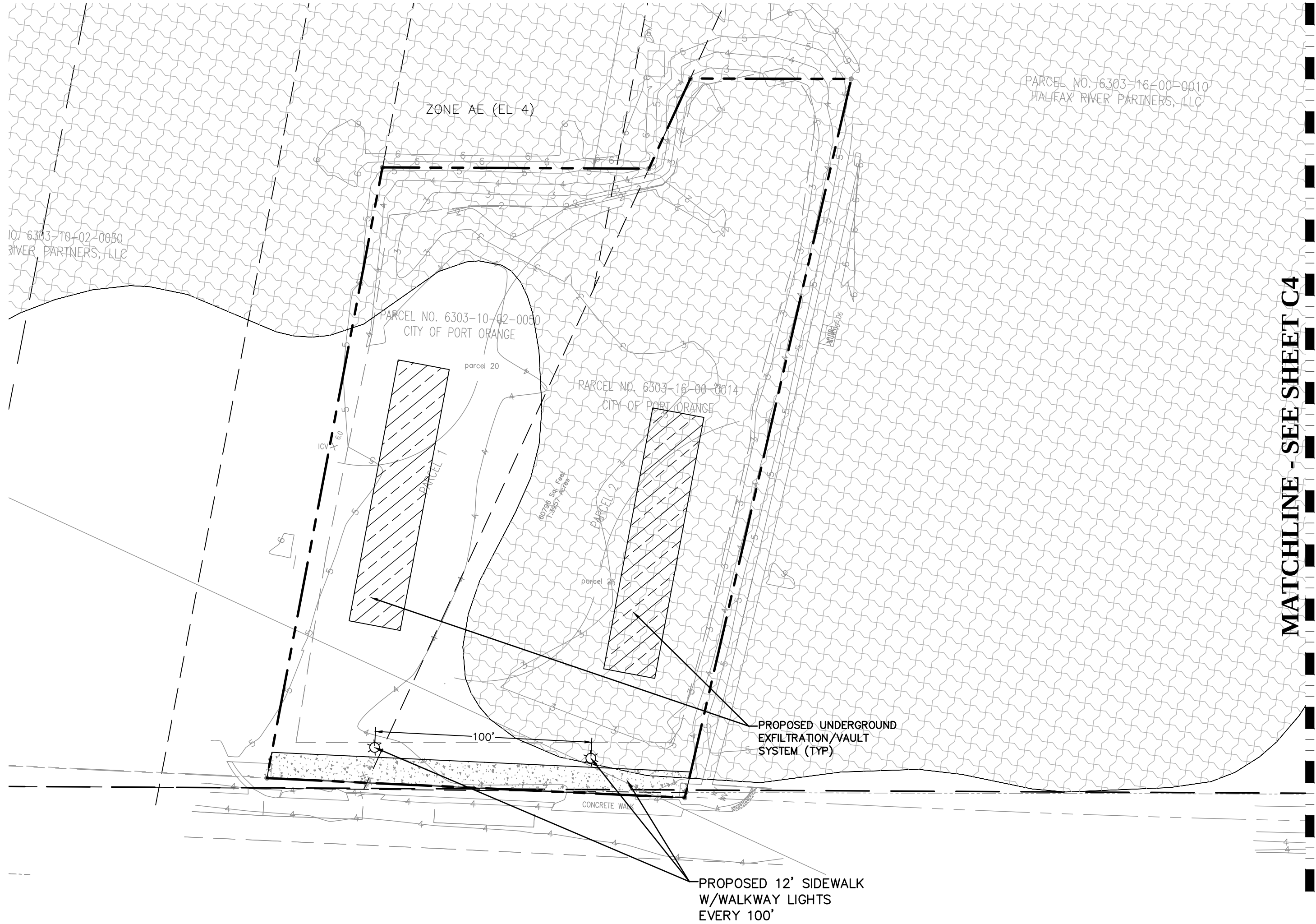
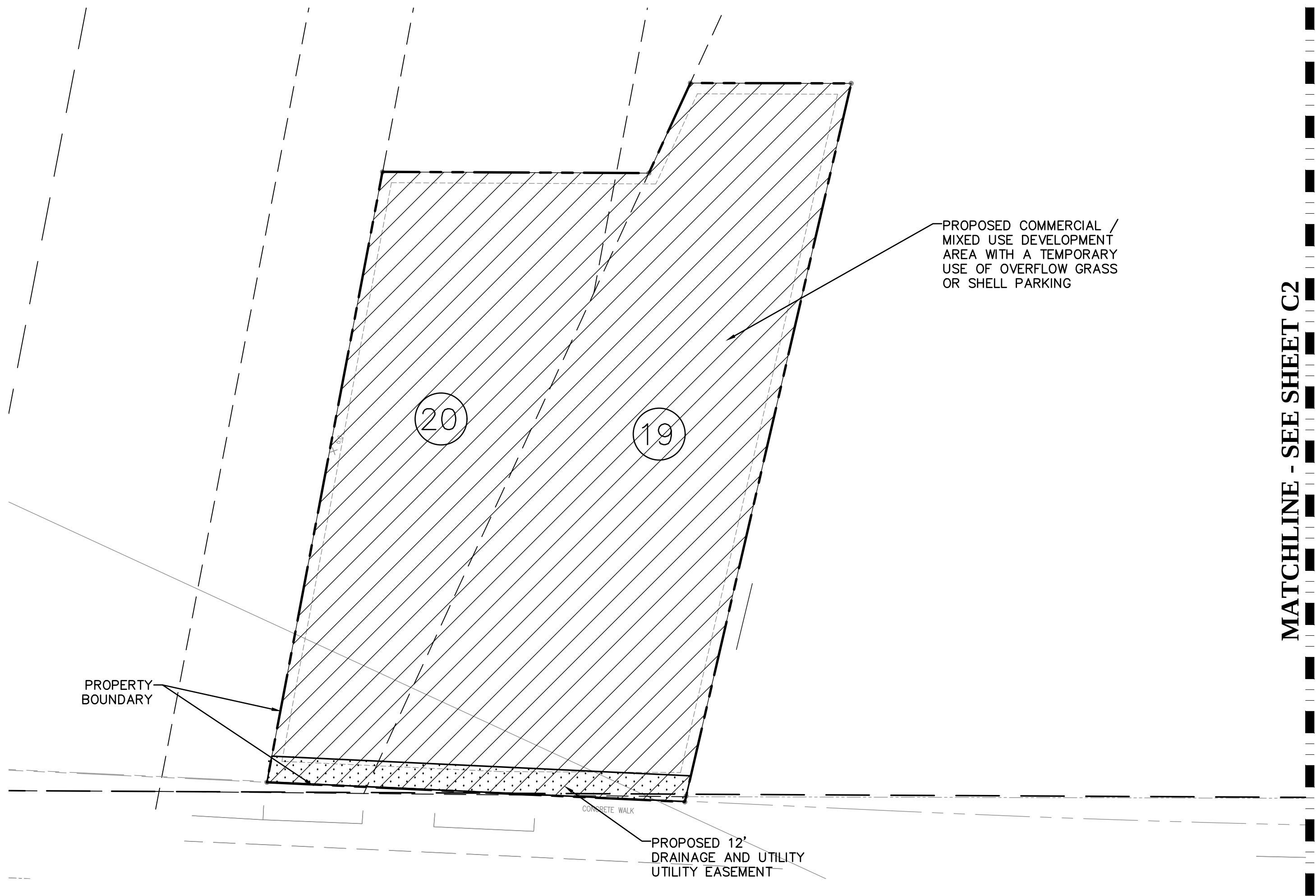
SHEET: C3 OF 7



RANDY M. HUDAK, P.E., NO.65053
NOT VALID WITHOUT SEAL

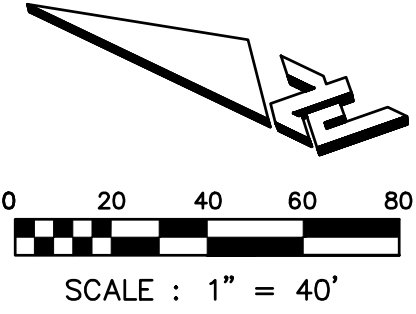
SHEET: C4 OF 7

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LEGEND:

- PROPOSED CONCRETE
- PROPOSED UNDERGROUND EXFILTRATION/VAULT SYSTEM
- ZONE AE (ELE 4)
- ZONE AE (ELE 5)
- ZONE AE (ELE 6)
- PROPOSED COMMERCIAL/MIXED USE DEVELOPMENT
- 12' DRAINAGE AND UTILITY EASEMENT
- LOT SYMBOL



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ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	REVISIONS
1	08-02-24	RMH/CTR	SUBMITTAL
2	08-02-24	RMH/CTR	REDESIGN
3	08-06-24	RMH/CTR	REVISED PER CITY COMMENTS DATED 08/02/24
4	08-12-24	RMH/CTR	REVISED PER CITY COMMENTS DATED 09/12/24

**RIVERVIEW
EXHIBIT B
DRAINAGE PLAN**

CITY OF PORT ORANGE

VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21336

DESIGNED BY: RH

DRAFTED BY: CM

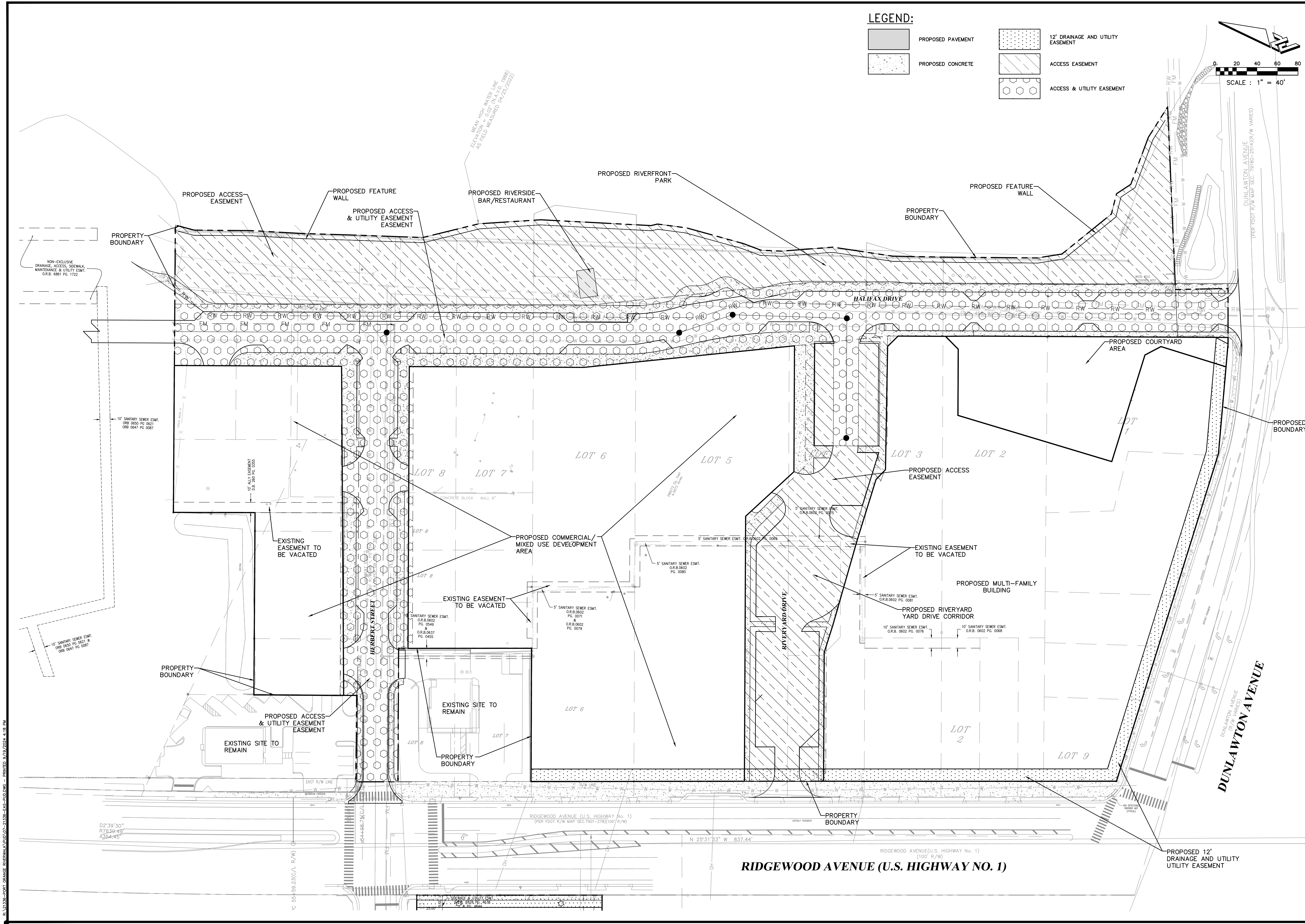
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XREF'S: 21336_BAS_PUD.DWG
XREF'S: 21336_SURV.DWG

RANDY M. HUDAK, P.E., NO. 65063
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SHEET: **C5** OF **7**

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NO.	DATE	BY	REVISIONS
1	08-02-24	CM	SUBMITTAL
2	08-02-24	CM	REVISION
3	08-06-24	CM	REVISED PER CITY COMMENTS DATED 08/02/24
4	08-12-24	CM	REVISED PER CITY COMMENTS DATED 09/12/24

**RIVERYARD
EXHIBIT B
EASEMENT EXHIBIT**

PROJECT NO: ZC 21336
DESIGNED BY: RH
DRAFTED BY: CM
CHECKED BY: RH

DRAWING FILE: 07-21336-EAS-PUD
XREFS: 21336_BAS_PUD.DWG
XREFS: 21336_SURV.DWG

RANDY M. HUDAK, P.E., NO. 65093
NOT VALID WITHOUT SEAL

SHEET: **C7** OF **7**

EXHIBIT D

Amended Riveryard Architectural Styles Exhibit

EXHIBIT "D"

RIVERWALK // APARTMENTS //

CONCEPTUAL DEVELOPMENT
PLAN PRESENTATION

RIVERWALK
CONCEPTUAL DEVELOPMENT
PLAN PRESENTATION

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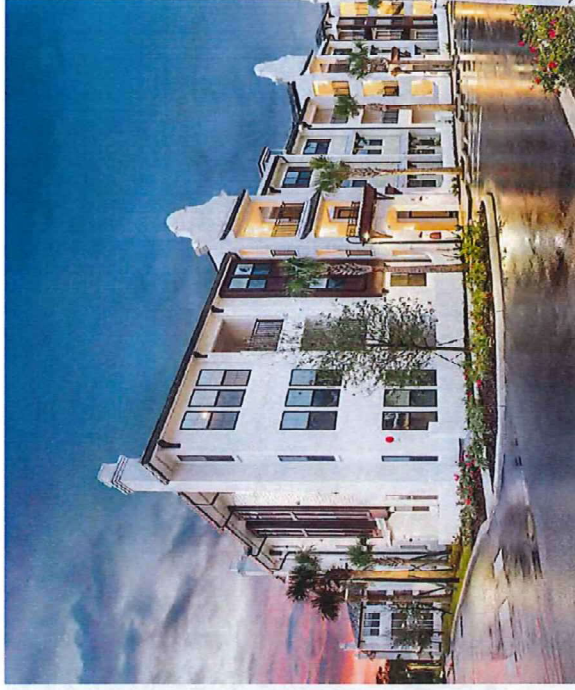
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The Vision.

Classical



02/03/23
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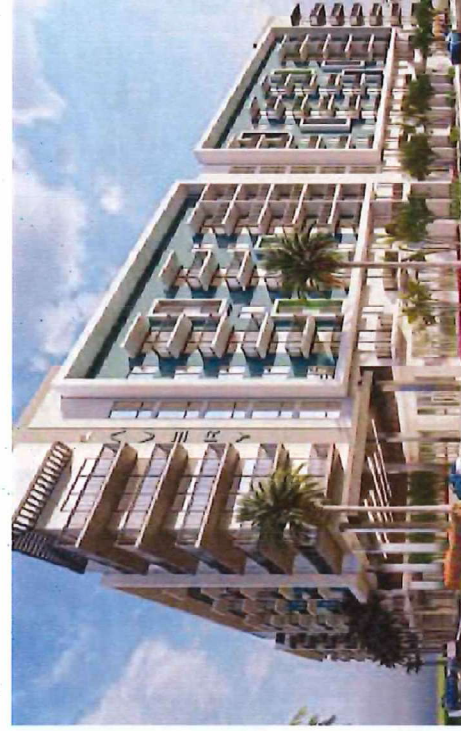
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Modern



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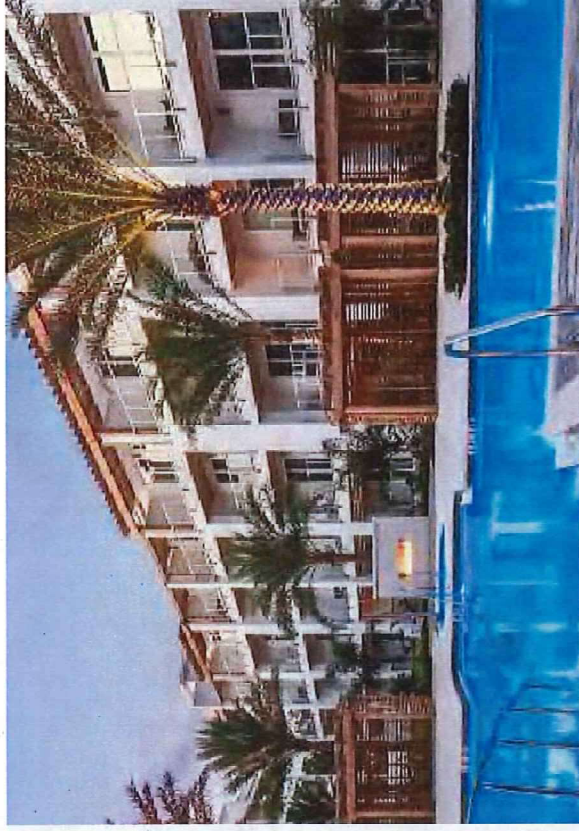
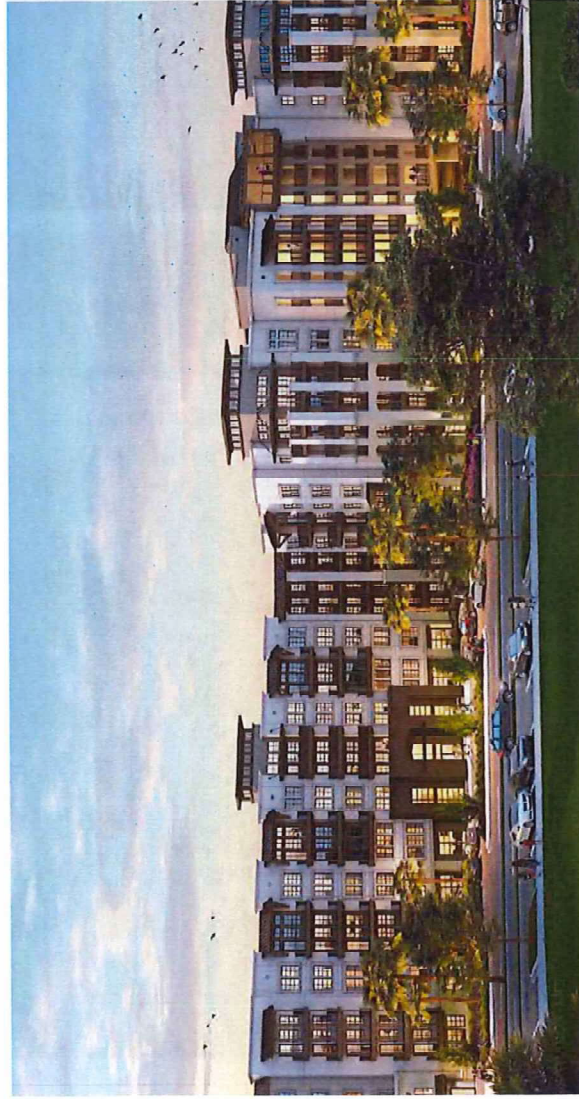
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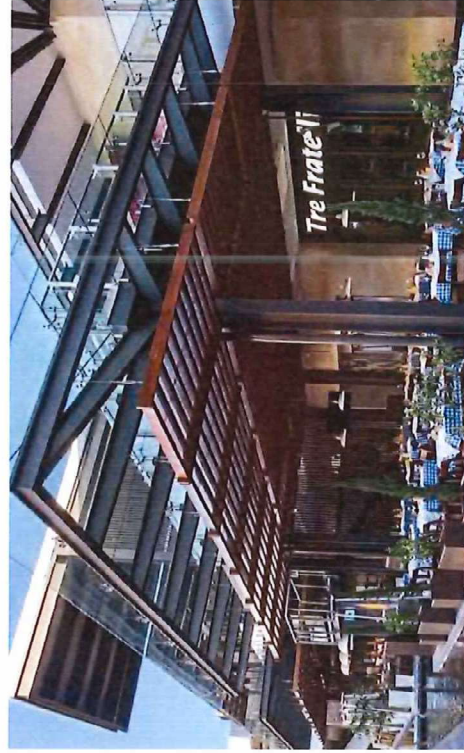
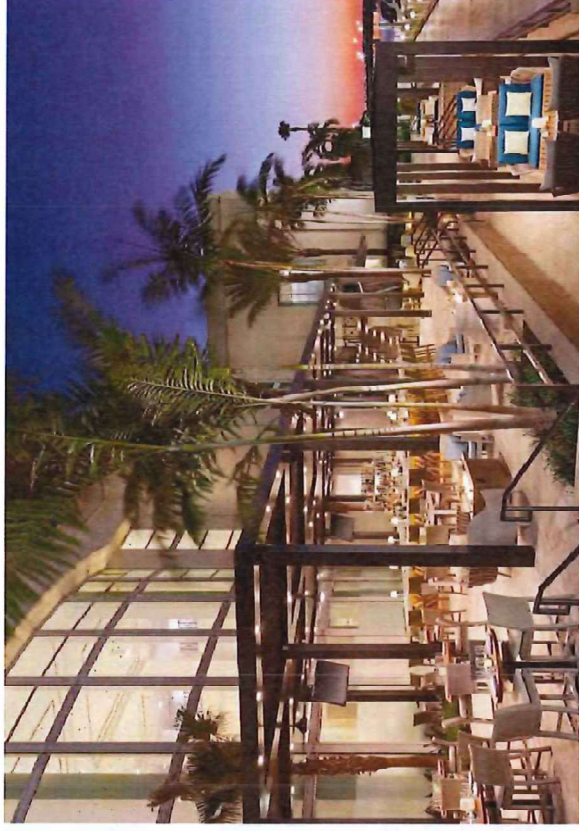
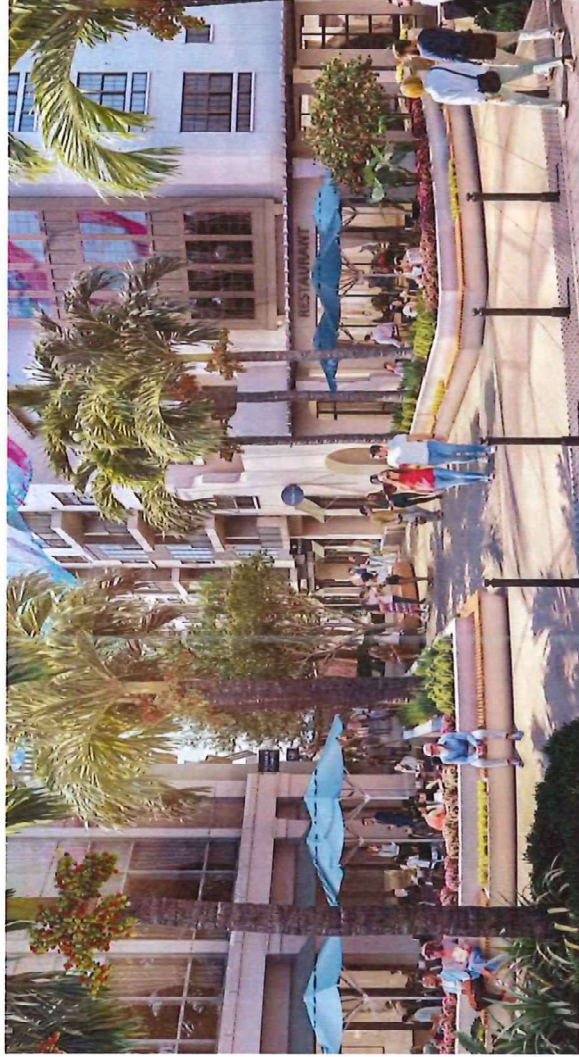
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Contemporary.....



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Retail



02|03|23

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Mixed use / Retail



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 PLAN PRESENTATION

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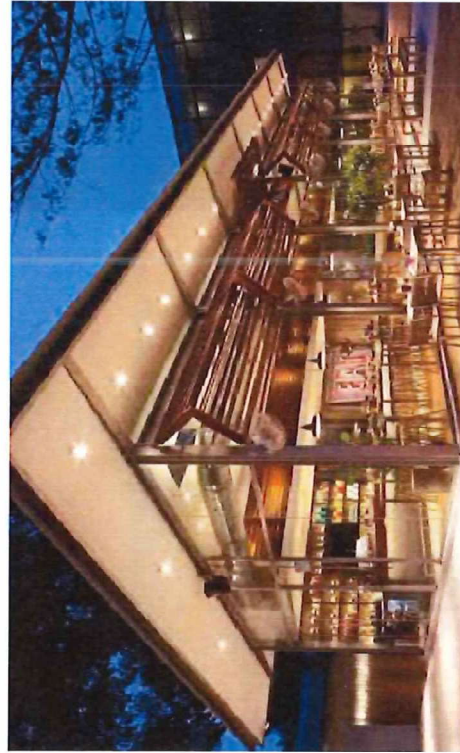
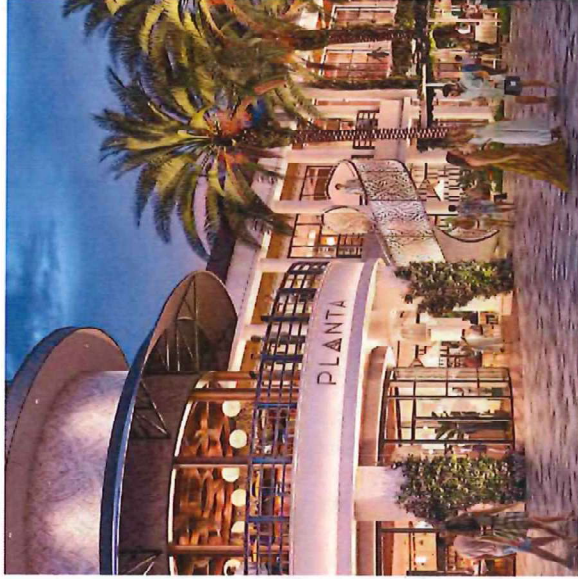
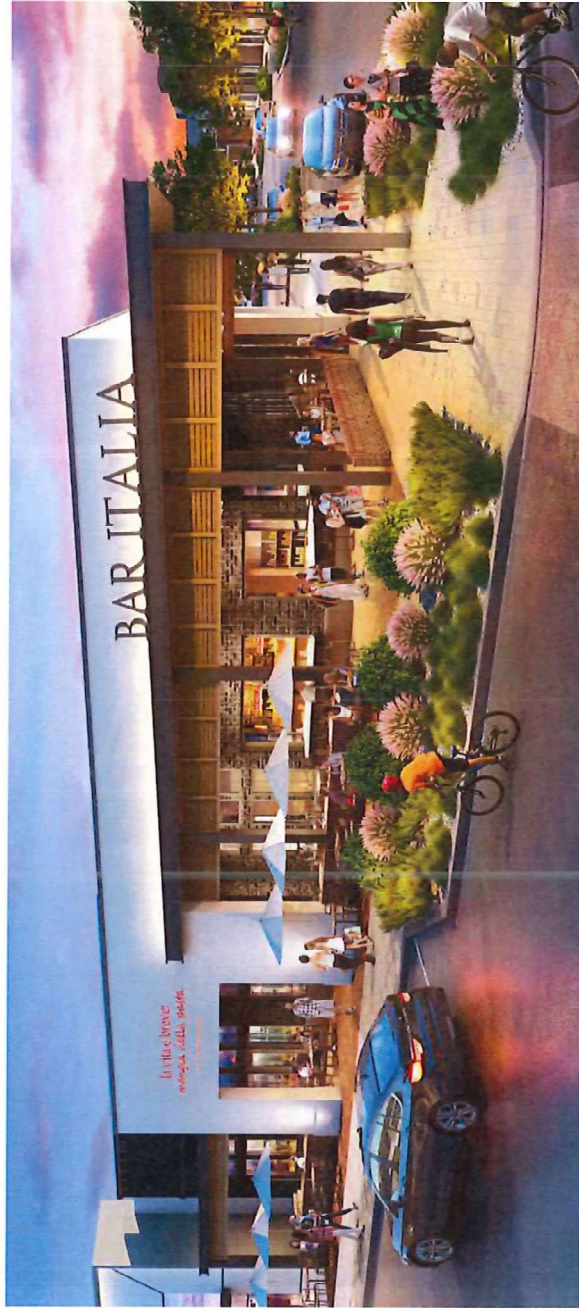
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Document prepared by:
Jessica Gow, Esq.
Cobb Cole Law Firm
149 S. Ridgewood Ave., Ste. 700
Daytona Beach, FL 32114

Return recorded document to:
City of Port Orange Records Clerk
1000 City Center Circle
Port Orange, FL 32129

SECOND AMENDMENT TO RIVERYARD MASTER DEVELOPMENT AGREEMENT

The **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, and **PORT ORANGE TOWN CENTER COMMUNITY REDEVELOPMENT AGENCY**, a special purpose district unit of government organized under Chapter 163, Part III, the Law of Florida, both located in Volusia County, Florida, (collectively "City"), Joan L. Sheridan, Trustee of the Joan L. Sheridan Revocable Trust, JLS888, Inc., Ralph & Tammy Heotzler and Bristol Port Orange Partners, LLC, a Florida limited liability company (collectively "Owners") and **BRISTOL PORT ORANGE PARTNERS, LLC**, a Florida limited liability company in its capacity as the developer of the Property ("Developer"), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

WHEREAS, the property subject to this Second Amendment is the property more particularly described in Exhibit "A" to the MDA, said property being under the sole ownership of City and Owners and under contract (the "Riverwalk Purchase & Sale Agreement") for purchase by Developer; and

WHEREAS, the City and Owners previously entered into the Riveryard Master Development Agreement, adopted September 5, 2023, and recorded in Official Records Book 8457, Page 2924, Public Records of Volusia County, Florida ("MDA"), as amended by that certain First Amendment to Riveryard Master Development Agreement, adopted August 21, 2024, and recorded in Official records Book 8499, Page 2425, Public Records of Volusia County, Florida (the "First Amendment"); and

WHEREAS, the Developer is the contract purchaser of the property owned by the City and, as such, requests the City to further amend the MDA to modify certain development criteria and clarify phasing requirements for public uses within the City Property; and

WHEREAS, the City is willing to grant the Developer'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 City and the Owners hereby agree to amend the MDA as follows:

1. The recitals provided above are recognized as true and correct representations and are incorporated herein.

2. The Conceptual Development Plan referenced in Sections 2. And 3.C. of the MDA which incorporate and refer to the Conceptual Development Plan as Exhibit “B” is hereby amended and replaced in its entirety with the amended Conceptual Development Plan marked as **Exhibit “Amended CDP”**, attached hereto and made a part hereof by this reference. Any references to the CDP or to Exhibit “B” shall mean the Exhibit “Amended CDP” attached hereto, unless otherwise further amended.
3. The Riveryard Architectural Styles Exhibit included as Exhibit “D” of the MDA is hereby amended and replaced in its entirety with the amended Riveryard Architectural Styles Exhibit marked as **Exhibit “Amended Riveryard Architectural Styles Exhibit”**, attached hereto and made a part hereof by this reference. Any references to the Riveryard Architectural Styles Exhibit or to Exhibit “D” shall mean the Exhibit “Amended Riveryard Architectural Styles Exhibit” attached hereto, unless otherwise further amended.
4. **Section 3 (D) of the MDA, Lot Development Criteria, is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in STRIKETHROUGH]**

D. LOT DEVELOPMENT CRITERIA. The following lot development criteria shall apply to the Property.

(1) Except as set forth in subsection (2), herein, ~~the~~ the following modified lot development criteria shall apply to commercial and multifamily development throughout the Property:

[remainder of subsection (1) is unchanged]

(2) The property located on the southwest corner of Herbert Street and Ridgewood Avenue (identified as Parcel 27 on Sheet C3 of the CDP and being Parcel No. 630311060021) shall be developed using the development dimensional criteria for the Ridgewood Development (RD) district.

5. **Section 5 of the MDA is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in STRIKETHROUGH]**

5. PERMITTED USES.

(a) ~~All uses permitted within the PC-R Mixed Use district shall be permitted, along with~~ The following uses are permitted within the Property:

Bike, kayak & other recreational equipment rentals
ATM kiosks

Professional and medical offices (2nd floor and above only)
Animal grooming or wellness
Game/recreation facilities
Health/exercise clubs
Brewery
Amphitheater
Multifamily dwellings and Townhomes
Food Truck Court/Parking – allowed in the area designated on the CDP as commercial, private roadway, and waterfront park.
Bars, lounges, and nightclubs
Hotel
Marina
Outdoor fruit and vegetable or craft market
Retail uses
Personal services
Restaurants
Public/civic facilities
Microbrewery
Craft food and beverage producer

Accessory and temporary uses are permitted within the site that are incidental to the principal uses outlined herein and are part of the scale or scope of everyday operations. Temporary uses, such as social programming, art displays, exercise classes, and similar activities targeted towards activation of the Property shall be permitted without the need for formal Special Event review by the City, so long as the event does not contemplate any of the following: (1) Affects the public roadway network and area(s) beyond the City of Port Orange; (2) Requires one or more public roadway closures; (3) Has hours of operation extending beyond 11:00 p.m.; or (4) Extends for a period over twenty-four hours.

In the areas illustrated on the CDP, temporary staging and parking shall be permitted as an interim use until redevelopment of the portion of the property used for such use.

The property identified as Parcels 19 and 20 on Sheet C3 of the CDP may include as part of the overall development one use with a drive thru.

The property located on the southwest corner of Herbert Street and Ridgewood Avenue (identified as Parcel 27 on Sheet C3 of the CDP) can be developed with the uses permitted in the Ridgewood Development (RD) district and not prohibited in Riverwalk Overlay District (ROD), as amended, except that as part of the overall development one use with a drive thru may be permitted.

[Subsections (b). through (e). remain unchanged]

6. **Section 6.D.(1)-(4) of the MDA is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in STRIKETHROUGH]**

D. PARKING. Parking shall be developed consistent with the LDC, except as modified herein.

(1) Multifamily development may include multi-level garages, one-car garages, two-car garages and surface parking and shall be developed at a minimum ratio of ~~4.3~~1.25 parking spaces per dwelling unit. Parking for multifamily residential uses may be provided through the use of tandem garage/parking spaces so long as the tandem spaces are assigned for the exclusive use of one residential unit.

(2) Commercial uses within the Property may be permitted at a ratio of 5 spaces per 1,000 square feet.

(3) No additional parking shall be required for Food Truck or Marina uses, as this use is intended to be supportive of other proposed uses and transitory in nature.

(4) Of the required parking provided for the Property, a minimum of ~~100 surface spaces and 200 garage spaces~~ 300 parking spaces will be set aside for use by the public, although such spaces shall count towards the minimum required parking standards for individual use types. ~~The Property shall be subject to the following modified standards for parking details:~~

[Remainder of Section Remains Unchanged]

7. **Section 12 of the MDA is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in STRIKETHROUGH]**

[Subsections A. through D. remain unchanged]

E. Furthermore, if the Riverwalk Purchase & Sale Agreement between the City and Developer is not completed or is otherwise terminated, then the development rights granted pursuant to this Agreement shall lapse except that any vested development rights shall be permitted to remain in place pursuant to the terms contained herein.

8. This Second Amendment shall be effective as of the date it is executed by all parties. The MDA, as previously enacted, shall remain in full force and effect except with the respect to those matters specifically amended by the First Amendment and this Second Amendment.
9. This Second Amendment shall be recorded in the Public Records of Volusia County, Florida, at the Developer's expense. The restrictions on use and development imposed by this Second Amendment shall be binding upon all successors in interest in the Property.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

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 O. Burnette, Mayor

Attest:

Witness 2

Print Name of Witness 2

By: _____

Robin L. Fenwick, MMC, City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024 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: **Port Orange Town Center Community
Redevelopment Agency (“CRA”)**

Witness 1

Print Name of Witness 1

By: _____
Name:

Date: _____

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by _____ of _____. He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of: Joan L. Sheridan, Trustee of the Joan L. Sheridan Revocable Trust, (“Owner”)

Witness 1

Print Name of Witness 1

By: _____
Name:

Date: _____

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by Joan L. Sheridan, Trustee of the Joan L. Sheridan. He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of: JLS888, Inc., (“Owner”)

Witness 1

Print Name of Witness 1

Witness 2

Print Name of Witness 2

By: _____
Name:

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by _____ of _____. He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of: Ralph & Tammy Heotzler ("Owner")

Witness 1

By: _____
Ralph Heetzler

Print Name of Witness 1

Date: _____

Witness 2

By: _____
Tammy Heetzler

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by Ralph Heotzler and Tammy Heotzler. They are ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of: **Bristol Port Orange Partners, LLC**
(“Developer”)

Witness 1

Print Name of Witness 1

By: _____

Name:

Date: _____

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2024, by _____ of Bristol Port Orange Partners, LLC, referred to in this agreement as “Developer.” 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, Senior Assistant City Attorney

EXHIBIT A

LEGAL DESCRIPTION:

A PORTION OF LOTS 1 THRU 9, INCLUDING RIPARIAN RIGHTS, BLOCK B, WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LYING IN SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST.

TOGETHER WITH

LOTS 2 THRU 4, INCLUSIVE, AND INCLUDING RIPARIAN RIGHTS, DANIELS PORT ORANGE, AS RECORDED IN MAP BOOK 3, PAGE 29, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH

THE EAST 55 FEET OF THE WEST 155 FEET OF THE SOUTHERLY 100 FEET, EXCLUDING PART IN STREET, BLOCK "C" WILSON'S PORT ORANGE, ACCORDING TO THE PLAT OR MAP THEREOF AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH

THE EAST 105 FEET OF THE WEST 260 FEET OF THE SOUTH 100 FEET, BLOCK "C", WILSON'S MAP OF PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH

A PORTION OF HERBERT STREET AND A PORTION OF HALIFAX DRIVE.

LESS AND EXCEPT

THE SOUTHERLY 60 FEET OF THE WESTERLY 140 FEET OF LOT 7, BLOCK B, WILSON'S PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS THAT PORTION DEEDED FOR STREET, AND THE WEST 140 FEET OF THE NORTH 15 FEET OF LOT 7 AND THE WEST 140 FEET OF LOT 8, ALL IN BLOCK B, WILSON'S SUBDIVISION OF PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPT THAT PORTION THEREOF DEEDED TO THE STATE OF FLORIDA FOR WIDENING OF THE PUBLIC HIGHWAY LOCATED THEREON.

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF DUNLAWTON AVENUE(PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 79180-2514(R/W VARIES))AND THE EASTERLY RIGHT OF WAY LINE OF RIDGEWOOD AVENUE(U.S. HIGHWAY 1)(PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 7901-278(R/W VARIES)); THENCE ALONG THE SAID EASTERLY RIGHT OF WAY LINE N25°34'45"W, A DISTANCE OF 571.83 FEET TO THE SOUTH LINE OF LOT 7, WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE N64°41'02"E, A DISTANCE OF 130.09 FEET TO THE EASTERLY LINE OF THE WESTERLY 140 FEET OF LOTS 7 AND 8, BLOCK B, SAID WILSON'S PORT ORANGE; THENCE ALONG SAID EASTERLY LINE N25°34'44"W, A DISTANCE OF 129.84 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HERBERT STREET (40' R/W); THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE; S64°43'17"W, A DISTANCE OF 127.53 FEET; THENCE DEPART SAID SOUTHERLY RIGHT OF WAY LINE N25°16'43"W, A DISTANCE OF 40.93 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF HERBERT STREET AND THE EASTERLY RIGHT OF WAY OF RIDGEWOOD AVENUE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE N64°50'16"E, A DISTANCE OF 81.32 FEET TO THE EASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7289, PAGE 4214; THENCE ALONG SAID EASTERLY LINE N25°13'53"W, A DISTANCE OF 100.36 FEET TO THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408; THENCE ALONG SAID SOUTHERLY LINE N64°49'06"E, A DISTANCE OF 178.01 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE N25°23'46"W, A DISTANCE OF 79.78 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE N64°50'19"E, A DISTANCE OF 280.63 FEET TO THE MEAN HIGH WATER LINE OF THE HALIFAX RIVER; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING 22 COURSES S10°33'07"E, A DISTANCE OF 19.09 FEET; THENCE S25°04'17"E, A DISTANCE OF 55.64 FEET; THENCE S22°19'30"E, A DISTANCE OF 49.64 FEET; THENCE S23°46'14"E, A DISTANCE OF 56.19 FEET; THENCE S23°27'26"E, A DISTANCE OF 61.77 FEET; THENCE S39°20'50"E, A DISTANCE OF 56.57 FEET; THENCE S29°14'40"E, A DISTANCE OF 60.48 FEET; THENCE S22°31'59"E, A DISTANCE OF 107.97 FEET; THENCE S39°16'58"E, A DISTANCE OF 6.36 FEET; THENCE S18°04'06"E, A DISTANCE OF 28.61 FEET; THENCE S10°07'08"E, A DISTANCE OF 57.62 FEET; THENCE S04°56'16"E, A DISTANCE OF 18.59 FEET; THENCE S23°08'01"E, A DISTANCE OF 20.17 FEET; THENCE S30°00'12"E, A DISTANCE OF 50.08 FEET; THENCE S16°58'21"E, A DISTANCE OF 58.92 FEET; THENCE S24°26'08"E, A DISTANCE OF 49.65 FEET; THENCE S25°03'28"E, A DISTANCE OF 91.95 FEET; THENCE S34°44'03"E, A DISTANCE OF 24.18 FEET; THENCE S64°28'24"E, A DISTANCE OF 62.07 FEET; THENCE N78°45'07"E, A DISTANCE OF 20.50 FEET; THENCE S58°53'05"E, A DISTANCE OF 16.68 FEET; THENCE N84°53'44"E, A DISTANCE OF 48.98 FEET; THENCE S83°12'10"E, A DISTANCE OF 35.23 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF AFORESAID DUNLAWTON AVENUE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE S61°59'36"W, A DISTANCE OF 224.18 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HALIFAX DRIVE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE S26°00'43"E, A DISTANCE OF 34.57 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF AFORESAID DUNLAWTON AVENUE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE S02°22'59"W, A DISTANCE OF 16.76 FEET; THENCE CONTINUE ALONG SAID LINE

S69°26'15"W, A DISTANCE OF 107.40 FEET; THENCE CONTINUE ALONG SAID LINE S81°44'19"W, A DISTANCE OF 335.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 480,471 SQUARE FEET, OR 11.030 ACRES MORE OR LESS.

PARCEL 1

LOTS 5 AND 6, EXCEPT THE EAST 216 FEET AND EXCEPT THE STREET (US HIGHWAY #1), BLOCK 2, PORT ORANGE HAND TRACT, THE SAID EAST 216 FEET BEING MEASURED ON THE NORTH LINE OF LOT 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE 185, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2

REFER TO A POINT IN THE ORIGINAL EAST LINE OF RIDGEWOOD AVENUE, (US HIGHWAY #1, STATE ROAD NO. 5, A 66 FOOT RIGHT-OF-WAY), SAID POINT BEING THE INTERSECTION OF THE NORTH LINE OF U.S. GOVERNMENT LOT TWO (2), OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, ALSO BEING THE NORTH LINE OF LOT ONE (1), MRS DANIEL'S ADDITION TO PORT ORANGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 3, PAGE 29, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, WITH SAID ORIGINAL EAST RIGHT-OF-WAY; THENCE N89°14'45"E, FOR A DISTANCE OF 3.83 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY # 1 (STATE ROAD 5), NOW A 100 FOOT RIGHT-OF-WAY; THENCE S24°15'30"E ALONG THE EAST RIGHT-OF-WAY LINE NOW IN USE FOR A DISTANCE OF 150.42 FEET; THENCE DEPARTING AFORESAID RIGHT-OF-WAY N77°17'08"E, FOR A DISTANCE OF 338.08 FEET; THENCE N25°55'41"W FOR A DISTANCE OF 75.00 FEET TO THE NORTH LINE OF SAID U.S. GOVERNMENT LOT 2; THENCE S89°14'45"W ALONG SAID SOUTH LINE FOR A DISTANCE OF 358.83 FEET TO THE POINT OF BEGINNING.

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF GOVERNMENT LOT 2, SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND THE ORIGINAL EASTERLY RIGHT OF WAY LINE OF RIDGEWOOD AVENUE, THENCE N89°07'57"E, A DISTANCE OF 3.31 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY # 1(STATE ROAD 5) (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 7901-278 R/W VARIES)); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N22°52'00"W, A DISTANCE OF 46.18 FEET TO THE NORTHERLY LINE OF LOT 5, H.P. HAND TRACT, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALSO BEING THE SOUTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408; THENCE ALONG SAID NORTHERLY LINE N75°10'06"E, A DISTANCE OF 287.02 FEET TO THE BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408; THENCE ALONG SAID BOUNDARY LINE S25°16'47"E, A DISTANCE OF 123.07 FEET TO THE

SAID NORTHERLY LINE OF GOVERNMENT LOT 2; ALSO BEING THE NORTHERLY LINE OF LOT 1, DANIELS' ADDITION TO PORT ORANGE, AS RECORDED IN MAP BOOK 3, PAGE 29; THENCE ALONG SAID NORTHERLY LINE N89°12'09"E, A DISTANCE OF 45.83 FEET TO THE BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408; THENCE ALONG SAID BOUNDARY LINE S25°24'56"E, A DISTANCE OF 74.27 FEET TO THE BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408; THENCE ALONG SAID BOUNDARY LINE S77°29'15"W, A DISTANCE OF 340.70 FEET THE SAID EASTERLY RIGHT OF WAY LINE OF RIDGEWOOD AVENUE; THENCE ALONG THE SAID EASTERLY RIGHT OF WAY LINE N22°52'00"W, A DISTANCE OF 147.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 60796 SQUARE FEET, OR 1.396 ACRES MORE OR LESS.

TOGETHER WITH

LOT 1 & 2, AND THE NORTHERLY 21.25 FEET OF THE EASTERLY 136.8 FEET OF LOT 3, BLOCK F, EXCLUDING RIGHT-OF-WAY, WILSON'S PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

R:\21336-PORT ORANGE RIVERMAY\PROJECT\21336-COV-PL01.DWG - PRINTED: 9/19/2024 4:16 PM

LOT	PARCEL ID NO.	PARCEL ADDRESS	OWNER NAME/ADDRESS
1	6303-11-03-0040	115 HERBERT ST. PORT ORANGE, FL 32129	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
2	6303-11-03-0030	373 HALIFAX DR. PORT ORANGE, FL 32129	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
3	6303-11-03-0072	110 HERBERT PORT ORANGE, FL 32129	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
4	6303-11-03-0071	108 HERBERT PORT ORANGE, FL 32129	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
5	6303-11-03-0070	3814 HALIFAX DR. PORT ORANGE, FL 32129	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
6	6303-11-03-0061	3840 HALIFAX DR. PORT ORANGE, FL 32129	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
7	6303-11-03-0050	3858 HALIFAX DR. PORT ORANGE, FL 32129	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
8	6303-11-03-0030	3965 S RIDGEWOOD AVE. PORT ORANGE, FL 32129	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
9	6303-11-03-0022	3969 S RIDGEWOOD AVE. PORT ORANGE, FL 32127	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
10	6303-11-03-0014	3979 S RIDGEWOOD AVE. PORT ORANGE, FL 32127	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
11	6303-11-03-0031	3900 HALIFAX DR. PORT ORANGE, FL 32129	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
12	6303-11-03-0020	3920 HALIFAX DR. PORT ORANGE, FL 32129	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
13	6303-11-03-0032	HALIFAX DR. PORT ORANGE, FL 32129	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
14	6303-11-03-0090	3999 S RIDGEWOOD AVE. PORT ORANGE, FL 32127	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
15	6303-11-03-0012	DUNLAWTON AVE. PORT ORANGE, FL 32127	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
16	6303-11-03-0013	DUNLAWTON AVE. PORT ORANGE, FL 32127	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
17	6303-11-03-0011	109 DUNLAWTON AVE. PORT ORANGE, FL 32127	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
18	6303-11-03-0010	3966 HALIFAX DR. PORT ORANGE, FL 32127	CITY OF PORT ORANGE 100 CITY CENTER CIR. PORT ORANGE, FL 32129
19	6303-16-00-0014	RIDGEWOOD AVE. PORT ORANGE, FL 32129	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 3212
20	6303-10-02-0050	3641 RIDGEWOOD AVE. PORT ORANGE, FL 32129	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
21	6303-11-02-0041	3925 RIDGEWOOD AVE. PORT ORANGE, FL 32129	BRISTOL PORT ORANGE PARTNERS, LLC 381 MALLORY STATION RD. STE. 204 FRANKLIN, TN 37067-B264
22	6303-11-02-0042	3921 RIDGEWOOD AVE. PORT ORANGE, FL 32129	RALPH & TAMMY HEITZLER 3921 RIDGEWOOD, AVE. PORT ORANGE, FL 3212
23	6303-11-02-0060	3855 RIDGEWOOD AVE. PORT ORANGE, FL 32129	JLS888, INC. 3855 RIDGEWOOD, AVE. PORT ORANGE, FL 32,29
24	6303-11-03-0050	113 HERBERT STREET PORT ORANGE, FL 32129	JOAN L. SHERIDAN TRUSTEE 113 HERBERT STREET PORT ORANGE, FL 32129
27	6303-11-06-0021	113 HERBERT STREET PORT ORANGE, FL 32129	ART HANS GALLERY 3840 RIDGEWOOD AVE PORT ORANGE, FL 32129

PROJECT DESCRIPTION:

THIS PROJECT INCLUDES THE DEVELOPMENT OF A MIXED USE TOWN CENTER AND PARK. COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL PLAN.

SITE INFORMATION:

SITE ADDRESS:	SOUTH RIDGEWOOD AVE., PORT ORANGE, FL
PROJECT AREA:	13.28 AC
AREA OWNED/CONTROLLED BY BRISTOL	11.91 AC
R/W OWNED BY THE CITY OF PORT ORANGE	1.37 AC
EXISTING ZONING:	PC-R AND RD
PROPOSED ZONING:	PC-R AND RD
PROPOSED OPEN SPACE:	1.45 AC
MAXIMUM OVERALL RESIDENTIAL DENSITY:	A MAXIMUM DENSITY OF 460 UNITS (37 UNITS/ACRE).
MINIMUM BUILDING SETBACKS:	
DUNLAWTON AVE.:	12 FT
RIDGEWOOD AVE.:	12 FT
EXTERNAL TO MASTER DEVELOPMENT:	5 FT
INTERNAL:	SEAWALL 5 FT, HALIFAX DRIVE 5 FT, HERBERT ST, 5 FT, ALL OTHERS 0 FT
PARCEL 27:	PER RD ZONING DISTRICT
REQUIRED LANDSCAPE BUFFER(S):	10 FT - ALONG DUNLAWTON AVE. 10 FT - ALONG RIDGEWOOD AVE. 5 FT - ALL OTHER PERIMETERS
MINIMUM LIVING AREA/DWELLING UNIT:	500 SF
MINIMUM BUILDING LOT COVERAGE:	3,000 SF
MAXIMUM BUILDING HEIGHT:	105 FT, EXCLUDING ARCHITECTURAL EMBELLISHMENTS OR DESIGN ELEMENTS
PARCEL 27:	PER RD ZONING DISTRICT
MAXIMUM FENCE HEIGHT:	8 FT, (SUCH HEIGHT SHALL NOT INCLUDE THE PORTIONS OF A RETAINING WALL THAT IS LOCATED SUB-GRADE).
MINIMUM LOT WIDTH:	N/A
MINIMUM LOT DEPTH:	N/A
THE STRUCTURES WITHIN THE PD WILL BE DETERMINED BY THE ENGINEER OF RECORD. THE FINISHED FLOOR ELEVATION(FFE) SHALL BE MINIMUM ELEVATION OF 7.	
UTILITIES:	PROVIDED BY CITY OF PORT ORANGE

PARKING:

- MULTIFAMILY DEVELOPMENT: MINIMUM RATIO OF 1.25 PARKING SPACES PER DWELLING UNIT. PARKING FOR MULTIFAMILY RESIDENTIAL USES MAY BE PROVIDED THROUGH THE USE OF TANDEM GARAGE/PARKING SPACES SO LONG AS THE TANDEM SPACES ARE ASSIGNED FOR THE EXCLUSIVE USE OF ONE RESIDENTIAL UNIT.
- COMMERCIAL USES: A RATIO OF 5 SPACES PER 1,000 SQUARE FEET.
- HOTEL USES: A RATIO OF 1 SPACE PER GUEST ROOM AND 0.10 PER EMPLOYEE.
- NO ADDITIONAL PARKING SHALL BE REQUIRED FOR FOOD TRUCK OR MARINA USES.
- A MINIMUM OF 300 PARKING SPACES WILL BE SET ASIDE FOR USE BY THE PUBLIC, ALTHOUGH SUCH SPACES SHALL COUNT TOWARDS THE MINIMUM REQUIRED PARKING STANDARDS FOR INDIVIDUAL USE TYPES.
- PARKING PARKING DIMENSIONS. THE MINIMUM PARKING DIMENSIONS ON SITE SHALL BE AS FOLLOWS: 90 DEGREE SPACES MEASURING 9' X 18', PARALLEL SPACES MEASURING 8' X 20'. PARKING AREAS SHALL HAVE A MINIMUM DRIVE AISLE WIDTH OF 22'. COMPACT SPACES ARE ALLOWED UP TO 10% OF TOTAL REQUIRED SPACES AND SHALL BE A MINIMUM OF 8'-0" X 16'-0". ANGLED PARKING SPACES ARE ALLOWED EXCEPT ON HALIFAX DRIVE AND HERBERT STREET AND SHALL BE 45 DEGREE ANGLE, 9'-0" MIN. WIDTH FROM SIDE TO SIDE, 19'-1" MIN. DEPTH FROM CURB TO BACK OF SPACE, AND 12'-9" MIN. WIDTH AS MEASURED ALONG THE CURB FROM SPACE TO SPACE.
- GARAGE PARKING DIMENSIONS SHALL BE AS FOLLOWS:
PARKING SPACE: 9'-0" WIDE X 18'-0" DEEP
DRIVE AISLES: 24'-0" WIDE MINIMUM

DEVELOPER:

BRISTOL PORT ORANGE PARTNERS, LLC
381 MALLORY STATION RD, SUITE 204
FRANKLIN, TN 37064

PHONE NUMBER: 615-415-7326

FAX NUMBER

CONTACT PERSON: CHARLES CARLISLE

e-mail: carlisle@bristoldevelopment.com

CIVIL ENGINEER:

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174

PHONE NUMBER: (386) 677-2482

FAX NUMBER: (386) 677-2505

CONTACT: RANDY M. HUDAK, P.E.

e-mail: rhudak@zevcohen.com

SURVEYOR:

SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FL. 32127

PHONE NUMBER: (386) 761-5385

FAX NUMBER

CONTACT PERSON: JOE ZAPERT, P.L.S.

e-mail: jzapert@sligerassociates.com

LANDSCAPE ARCHITECT:

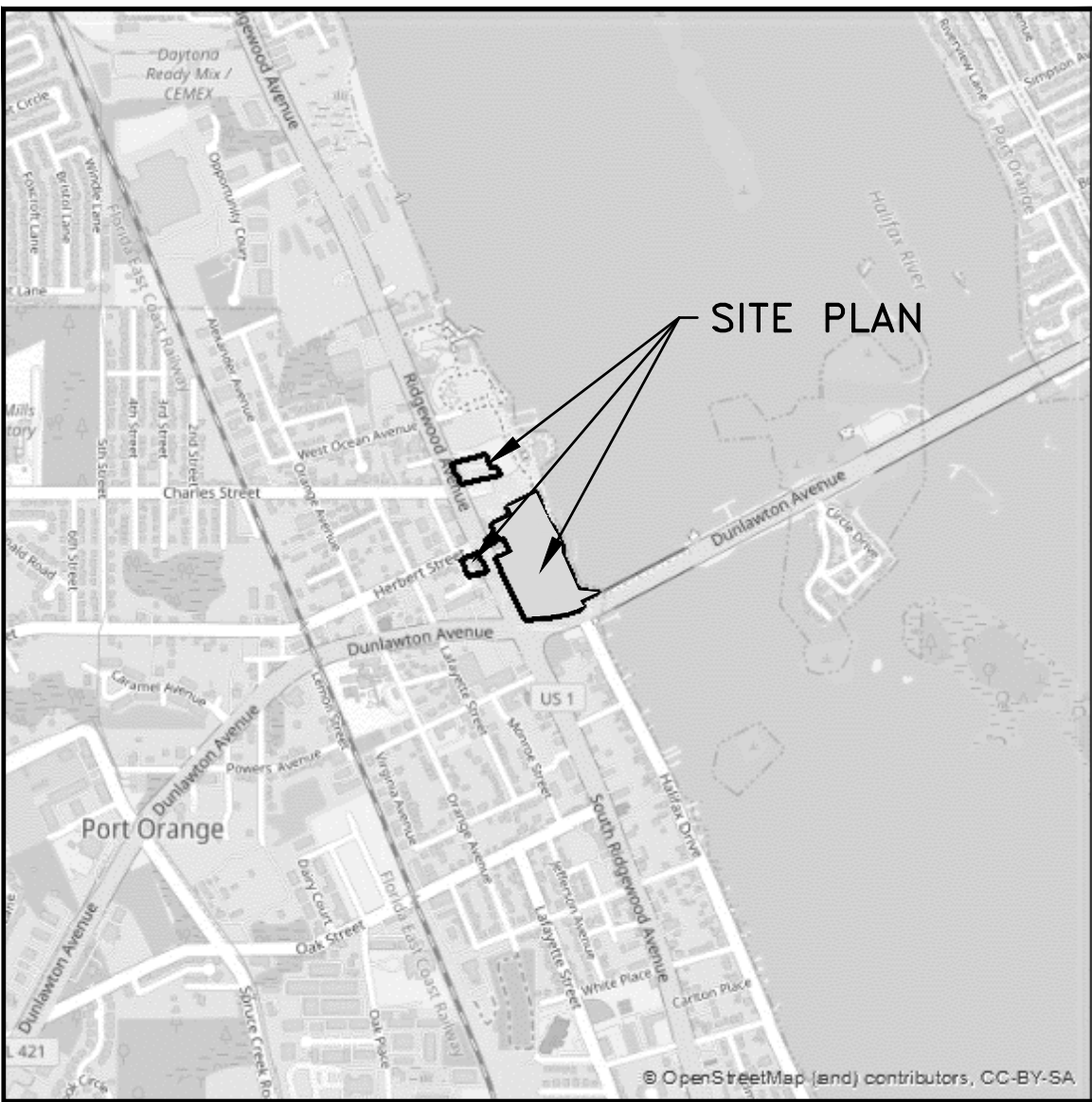
DIX-HITE
150 WEST JESSUP AVE.
LONGWOOD, FL 32750

PHONE NUMBER: : (407) 667-1777

FAX NUMBER

CONTACT PERSON: JAMIE WRIGHT PLA,

LEED-AP
e-mail: jwright@dixhite.com



VICINITY MAP

SCALE: 1" = 1500'



ZONING MAP

SCALE: 1" = 300'

CURRENT ZONING FOR THIS SITE IS: PC-R



SOILS MAP

SCALE: 1" = 300'

THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS:
0 - WATER, 8 - BASSINGER FINE SAND, DEPRESSIONAL, 12 - CANAVERAL SAND, 0 TO 5 PERCENT SLOPES, 15 - COCOA SAND, 0 TO 5 PERCENT SLOPE, 57 - SATELLITE SAND



FLOOD ZONE MAP

SCALE: 1" = 300'

THE PROPERTY LIES IN:
FLOOD ZONE AE PER FEMA MAPS 12127C038J EFF. 9/29-2017

SHEET INDEX:

- C1 COVER SHEET
- C2 CDP
- C3 PC-R AREA EXHIBIT
- C4 DRAINAGE EXHIBIT
- C6 UTILITY PLAN
- C7 EASEMENT EXHIBIT

LEGAL DESCRIPTION:

A PORTION OF LOTS 1 THRU 9, INCLUDING HERBARIAN RIGHTS, BLOCK B, WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LING IN SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, TOGETHER WITH LOTS 2 THRU 4, INCLUDING, AND INCLUDING HERBARIAN RIGHTS, DANIELS PORT ORANGE, AS RECORDED IN MAP BOOK 3, PAGE 29, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH THE EAST 55 FEET OF THE WEST 155 FEET OF THE SOUTHERLY 100 FEET, EXCLUDING PART IN STREET, BLOCK "C" WILSON'S PORT ORANGE, ACCORDING TO THE PLAT OR MAP THEREOF AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH THE EAST 105 FEET OF THE WEST 260 FEET OF THE SOUTH 100 FEET, BLOCK "C", WILSON'S MAP OF PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH A PORTION OF HERBERT STREET AND A PORTION OF HALIFAX DRIVE, LESS AND EXCEPT THE SOUTHERLY 60 FEET OF THE WESTERLY 140 FEET OF LOT 7, BLOCK B, WILSON'S PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS THAT PORTION DEEDED FOR STREET, AND THE WEST 140 FEET OF THE NORTH 15 FEET OF LOT 7 AND THE WEST 140 FEET OF LOT 8, ALL IN BLOCK B, WILSON'S SUBDIVISION OF PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPT THAT PORTION THEREOF DEEDED TO THE STATE OF FLORIDA FOR WIDENING OF THE PUBLIC HIGHWAY LOCATED THEREON, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF DUNLAWTON AVENUE(KEP) FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 79180-25440(N/VARIES)AND THE EASTERLY RIGHT OF WAY LINE OF RIDGEWOOD AVENUE(US HIGHWAY 1)FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 7901-2790(N/VARIES), THENCE ALONG THE SAID EASTERLY RIGHT OF WAY LINE N025°44'N, A DISTANCE OF 571.83 FEET TO THE SOUTHLIN OF LOT 7, WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE ALONG SAID SOUTH LINE N64°41'02", A DISTANCE OF 130.09 FEET TO THE EASTERLY LINE OF THE WESTERLY 140 FEET OF LOTS 7 AND 8, BLOCK B, SAID WILSON'S PORT ORANGE, THENCE ALONG SAID EASTERLY LINE N025°44'N, A DISTANCE OF 129.84 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HERBERT STREET (407 R/W), THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S64°43'17"N, A DISTANCE OF 127.53 FEET, THENCE DEPART SAID SOUTHERLY RIGHT OF WAY LINE N025°44'N, A DISTANCE OF 40.93 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF HERBERT STREET AND THE EASTERLY RIGHT OF WAY OF RIDGEWOOD AVENUE, THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE N04°50'16", A DISTANCE OF 81.32 FEET TO THE EASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7268, PAGE 4214, THENCE ALONG SAID EASTERLY LINE N025°35'57"N, A DISTANCE OF 100.36 FEET TO THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408, THENCE ALONG SAID SOUTHERLY LINE N04°40'07", A DISTANCE OF 178.01 FEET, THENCE CONTINUE ALONG SAID SOUTHERLY LINE N025°23'46"N, A DISTANCE OF 79.78 FEET, THENCE CONTINUE ALONG SAID SOUTHERLY LINE N04°50'16", A DISTANCE OF 280.63 FEET TO THE MEAN HIGH WATER LINE OF THE HALIFAX RIVER, THENCE CONTINUE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING 22 COURSES S10°33'07", A DISTANCE OF 19.09 FEET, THENCE S22°04'17", A DISTANCE OF 35.64 FEET, THENCE S22°19'30", A DISTANCE OF 49.64 FEET, THENCE S22°46'14", A DISTANCE OF 56.19 FEET, THENCE S22°27'26", A DISTANCE OF 61.77 FEET, THENCE S30°20'50", A DISTANCE OF 56.57 FEET, THENCE S01°14'40", A DISTANCE OF 60.48 FEET, THENCE S22°19'30", A DISTANCE OF 107.97 FEET, THENCE S01°16'50", A DISTANCE OF 63.36 FEET, THENCE S10°40'40", A DISTANCE OF 28.61 FEET, THENCE S10°17'06", A DISTANCE OF 57.62 FEET, THENCE S04°56'16", A DISTANCE OF 18.59 FEET, THENCE S22°08'07", A DISTANCE OF 20.17 FEET, THENCE S30°20'12", A DISTANCE OF 58.08 FEET, THENCE S01°16'50", A DISTANCE OF 58.82 FEET, THENCE S01°16'50", A DISTANCE OF 60.18 FEET, THENCE S04°40'07", A DISTANCE OF 24.18 FEET, THENCE S04°40'07", A DISTANCE OF 62.07 FEET, THENCE N07°46'07", A DISTANCE OF 20.50 FEET, THENCE S01°16'50", A DISTANCE OF 16.68 FEET, THENCE N01°16'50", A DISTANCE OF 48.88 FEET, THENCE S01°16'50", A DISTANCE OF 35.23 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF APRESAID DUNLAWTON AVENUE, THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE S01°16'50'36"N, A DISTANCE OF 224.18 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HALIFAX DRIVE, THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE S01°16'50'36", A DISTANCE OF 34.57 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF APRESAID DUNLAWTON AVENUE, THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE S02°22'59"N, A DISTANCE OF 16.76 FEET, THENCE CONTINUE ALONG SAID LINE S01°16'50'36", A DISTANCE OF 107.40 FEET, THENCE CONTINUE ALONG SAID LINE S01°16'50'36", A DISTANCE OF 335.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 480,471 SQUARE FEET, OR 11.030 ACRES MORE OR LESS.

PARCEL 1

LOTS 5 AND 6, EXCEPT THE EAST 216 FEET AND EXCEPT THE STREET (US HIGHWAY #1), BLOCK 2, PORT ORANGE HAND TRACT, THE SAID EAST 216 FEET BEING MEASURED ON THE NORTH LINE OF LOT 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE 185, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2

REFER TO A POINT IN THE ORIGINAL EAST LINE OF RIDGEWOOD AVENUE, (US HIGHWAY #1, STATE ROAD NO. 5, A 66 FOOT RIGHT-OF-WAY), SAID POINT BEING THE INTERSECTION OF THE NORTH LINE OF U.S. GOVERNMENT LOT TWO (2), OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, ALSO BEING THE NORTH LINE OF LOT ONE (1), MRS. DANIEL'S ADDITION TO PORT ORANGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 3, PAGE 29, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, WITH SAID ORIGINAL EAST RIGHT-OF-WAY, THENCE N01°14'45", FOR A DISTANCE OF 3.83 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY #1 (STATE ROAD 5), NOW A 100 FOOT RIGHT-OF-WAY, THENCE S01°16'50", ALONG THE EAST RIGHT-OF-WAY LINE NOW IN USE, FOR A DISTANCE OF 150.42 FEET, THENCE DEPARTING APRESAID RIGHT-OF-WAY N07°17'06", FOR A DISTANCE OF 338.83 FEET, THENCE N02°55'47"N, FOR A DISTANCE OF 75.00 FEET TO THE NORTH LINE OF SAID U.S. GOVERNMENT LOT 2, THENCE S01°14'45"N ALONG SAID SOUTH LINE FOR A DISTANCE OF 328.83 FEET TO THE POINT OF BEGINNING.

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF GOVERNMENT LOT 2, SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND THE ORIGINAL EASTERLY RIGHT OF WAY LINE OF RIDGEWOOD AVENUE, THENCE N07°07'57", A DISTANCE OF 3.33 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY #1 (STATE ROAD 5) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 7901-279 R/W (VARIES), THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N225°07'07"N, A DISTANCE OF 46.18 FEET TO THE NORTHERLY LINE OF LOT 5, HAP. HAND TRACT, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALSO BEING THE SOUTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408, THENCE ALONG SAID NORTHERLY LINE N07°07'57", A DISTANCE OF 287.02 FEET TO THE BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408, THENCE ALONG SAID BOUNDARY LINE S22°15'47", A DISTANCE OF 123.07 FEET TO THE SAID NORTHERLY LINE OF GOVERNMENT LOT 2, ALSO BEING THE NORTHERLY LINE OF LOT 1, DANIEL'S ADDITION TO PORT ORANGE, AS RECORDED IN MAP BOOK 3, PAGE 29, THENCE ALONG SAID NORTHERLY LINE N07°07'57", A DISTANCE OF 45.83 FEET TO THE BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408, THENCE ALONG SAID BOUNDARY LINE S22°14'56", A DISTANCE OF 74.27 FEET TO THE BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408, THENCE ALONG SAID BOUNDARY LINE S77°29'15"N, A DISTANCE OF 340.70 FEET THE SAID EASTERLY RIGHT OF WAY LINE OF RIDGEWOOD AVENUE, THENCE ALONG THE SAID EASTERLY RIGHT OF WAY LINE N225°07'07"N, A DISTANCE OF 147.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 60796 SQUARE FEET, OR 1.386 ACRES MORE OR LESS.

TOGETHER WITH

LOT 1 & 2, AND THE NORTHERLY 21.25 FEET OF THE EASTERLY 136.8 FEET OF LOT 3, BLOCK F, EXCLUDING RIGHT-OF-WAY, WILSON'S PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

****NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.****



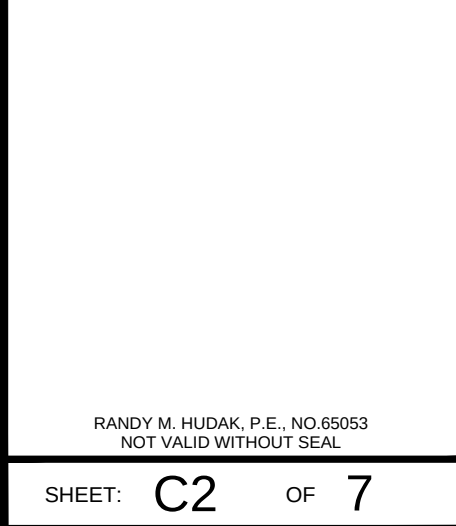
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ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	REVISIONS
1	08/02/24	RM/HT	SUBMITTAL
2	08/02/24	RM/HT	REVISION
3	08/06/24	RM/HT	REVISED PER CITY COMMENTS DATED 08/02/24
4	08/12/24	RM/HT	REVISED PER CITY COMMENTS DATED 09/12/24

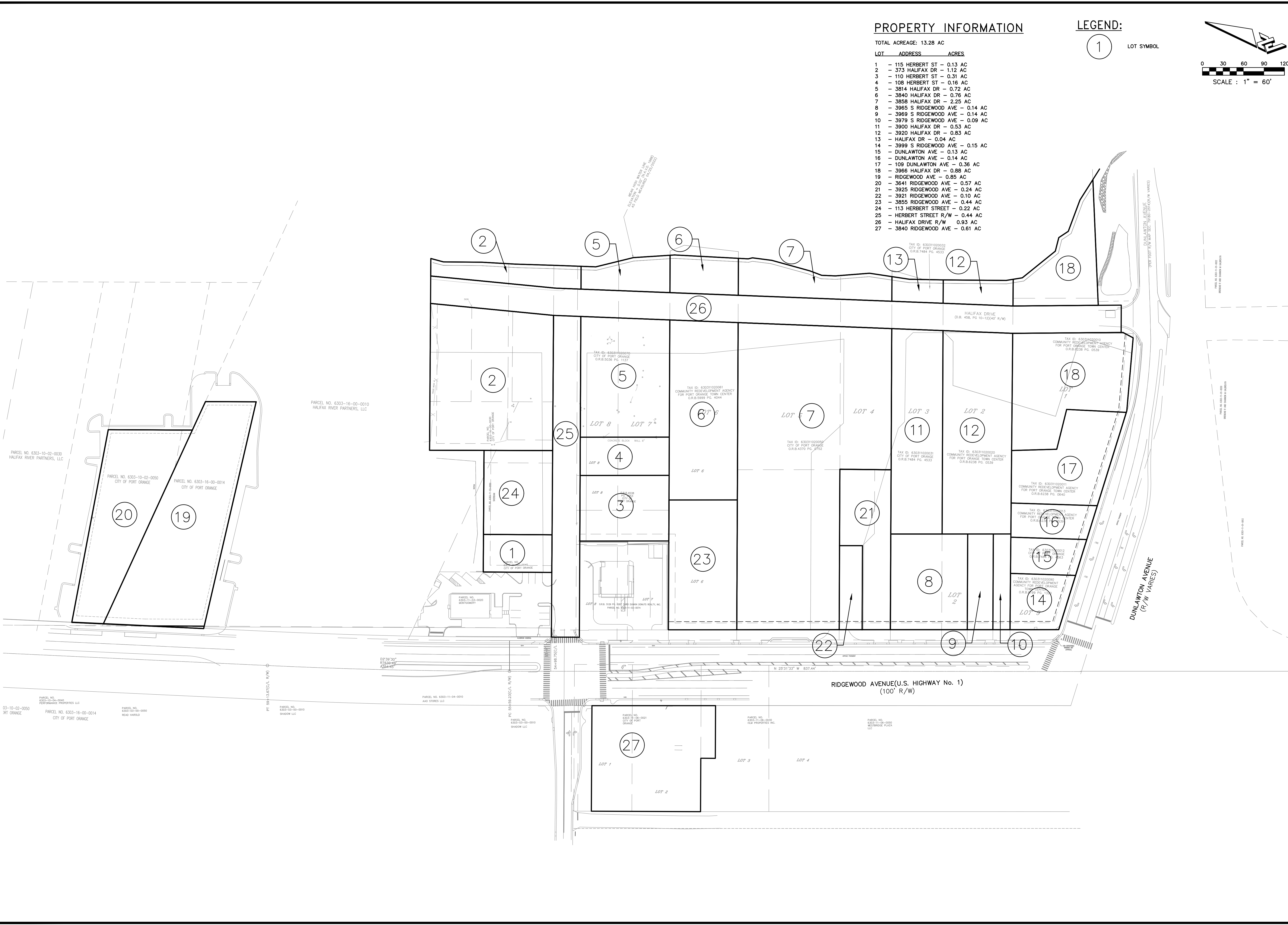
RIVERYARD
EXHIBIT B
COVER SHEET

PROJECT NO.: ZC 21336
DESIGNED BY: RH
DRAFTED BY: CM
CHECKED BY: RH
DRAWING FILE: 01-21336-COV-PUD

RANDY M. HUDAK, P.E., NO. 05053
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SHEET: C1 OF 7



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1	08-02-24	CM	REVISION
2	08-02-24	RMH/HR	REVISION
3	08-06-24	RMH/HR	REVISED PER CITY COMMENT'S DATED 08/02/24
4	08-12-24	RMH/HR	REVISED PER CITY COMMENT'S DATED 09/12/24

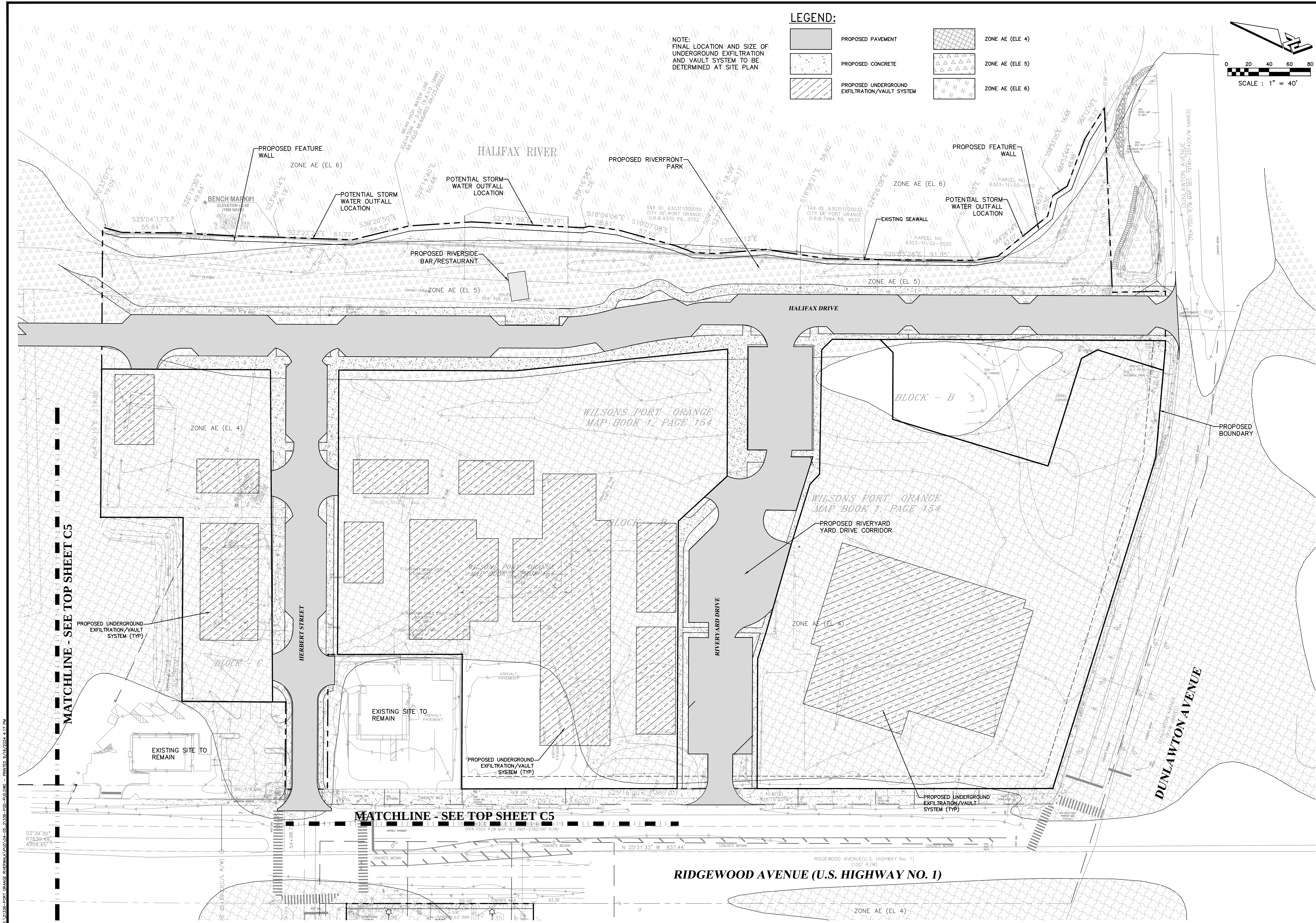
**RIVERYARD
EXHIBIT B
PC-R AREA EXHIBIT**

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

PROJECT NO.: ZC 21336
DESIGNED BY: RH
DRAFTED BY: CM
CHECKED BY: RH
DRAWING FILE: 03-21336-AEX-PUD
XREF'S: 21336_BAS_PUD.DWG
XREF'S: 21336_SURV.DWG

RANDY M. HUDAK, P.E., NO. 65093
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SHEET: **C3** OF **7**

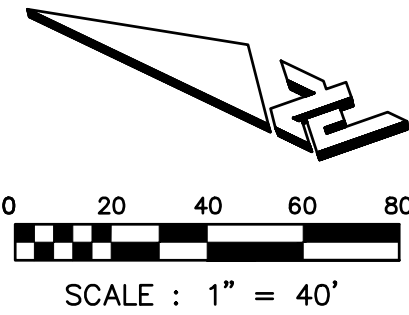
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LEGEND:

- PROPOSED PAVEMENT
- PROPOSED CONCRETE
- PROPOSED UNDERGROUND EXFILTRATION/VAULT SYSTEM
- ZONE AE (EL 4)
- ZONE AE (EL 5)
- ZONE AE (EL 6)

NOTE:
FINAL LOCATION AND SIZE OF
UNDERGROUND EXFILTRATION
AND VAULT SYSTEM TO BE
DETERMINED AT SITE PLAN



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1	08-02-24	RAM/HCM	SUBMITTAL
2	08-02-24	RAM/HCM	REDESIGN
3	08-06-24	RAM/HTR	REVISED PER CITY COMMENTS DATED 08/02/24

RIVERYARD
EXHIBIT B
DRAINAGE EXHIBIT

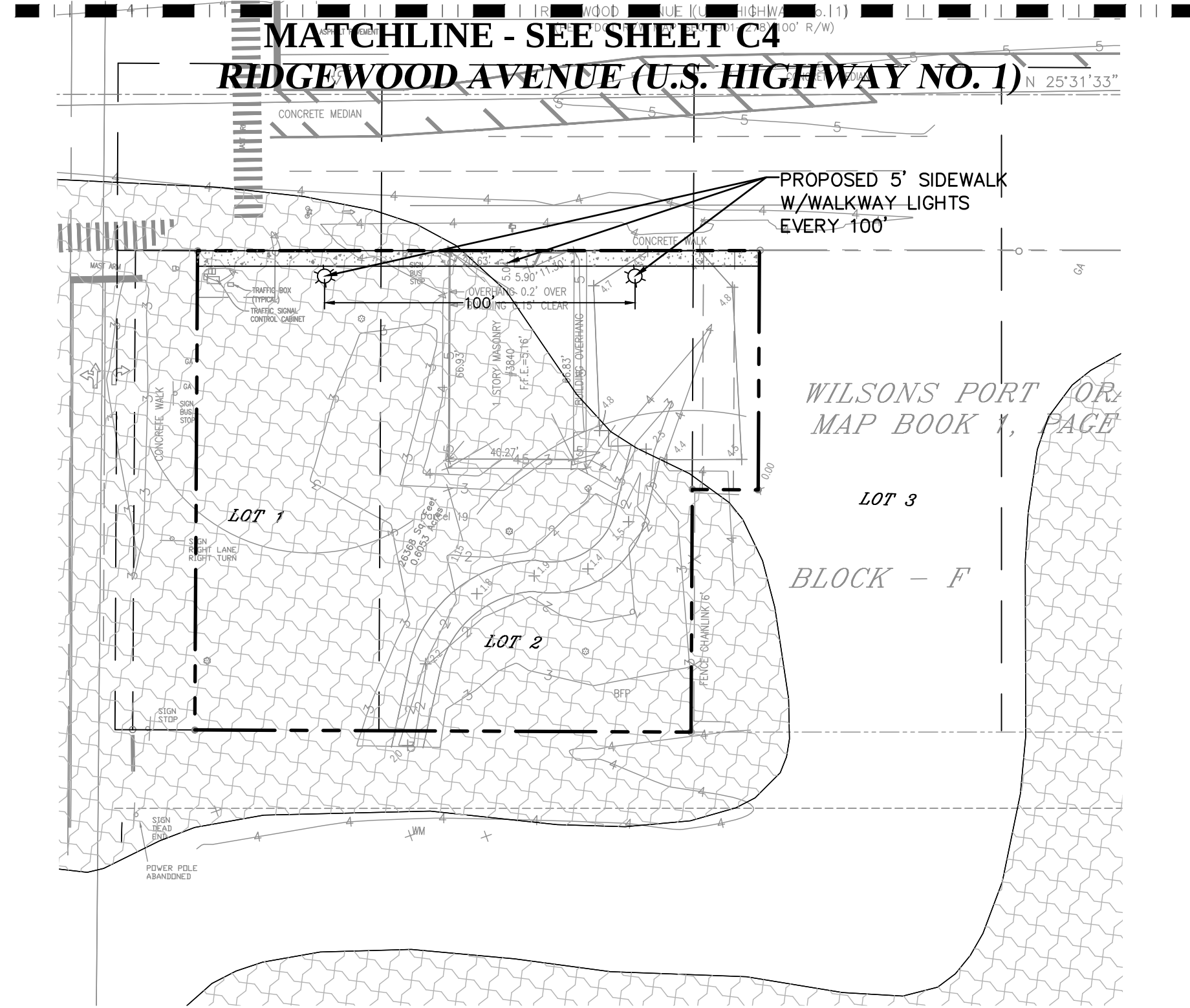
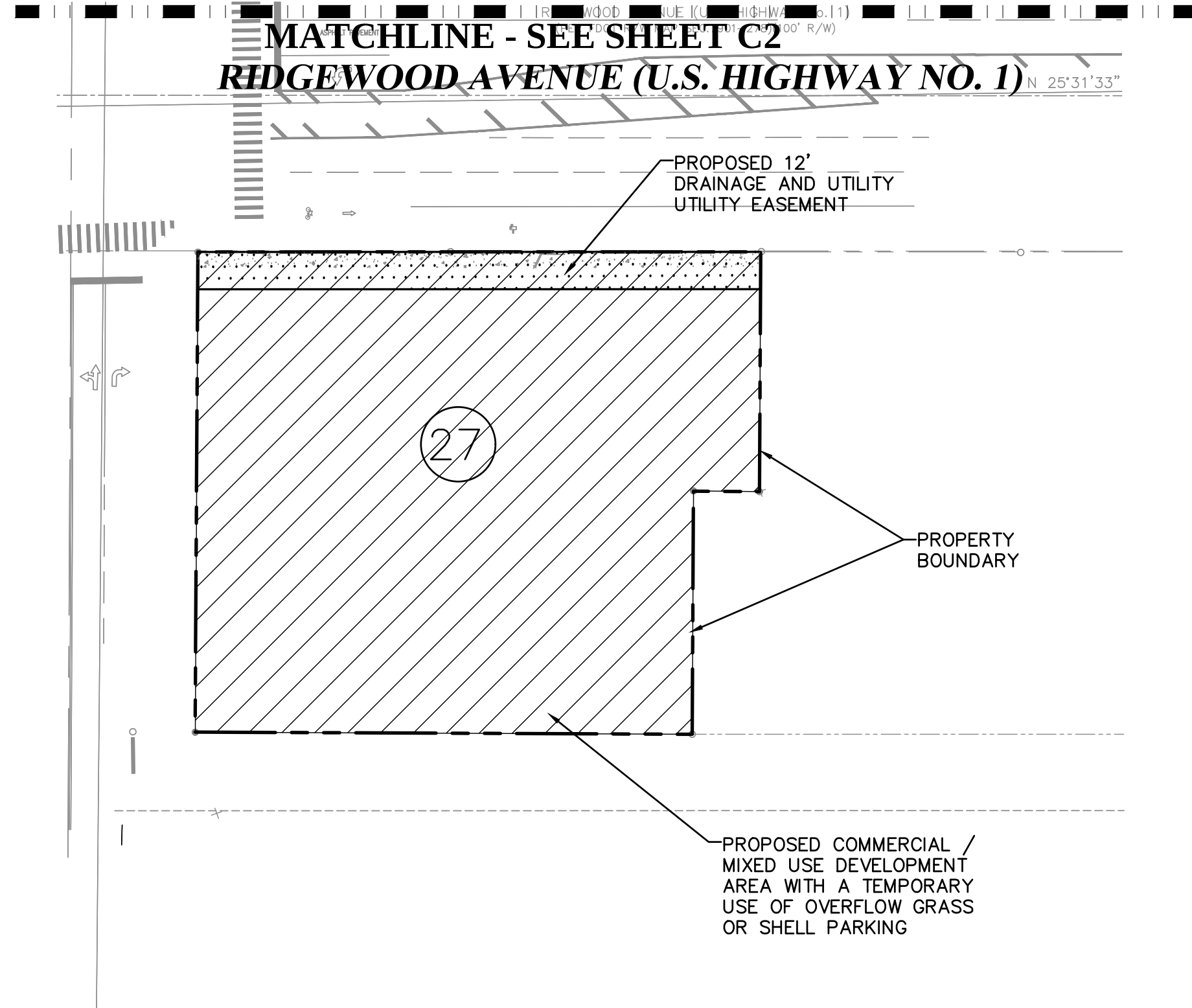
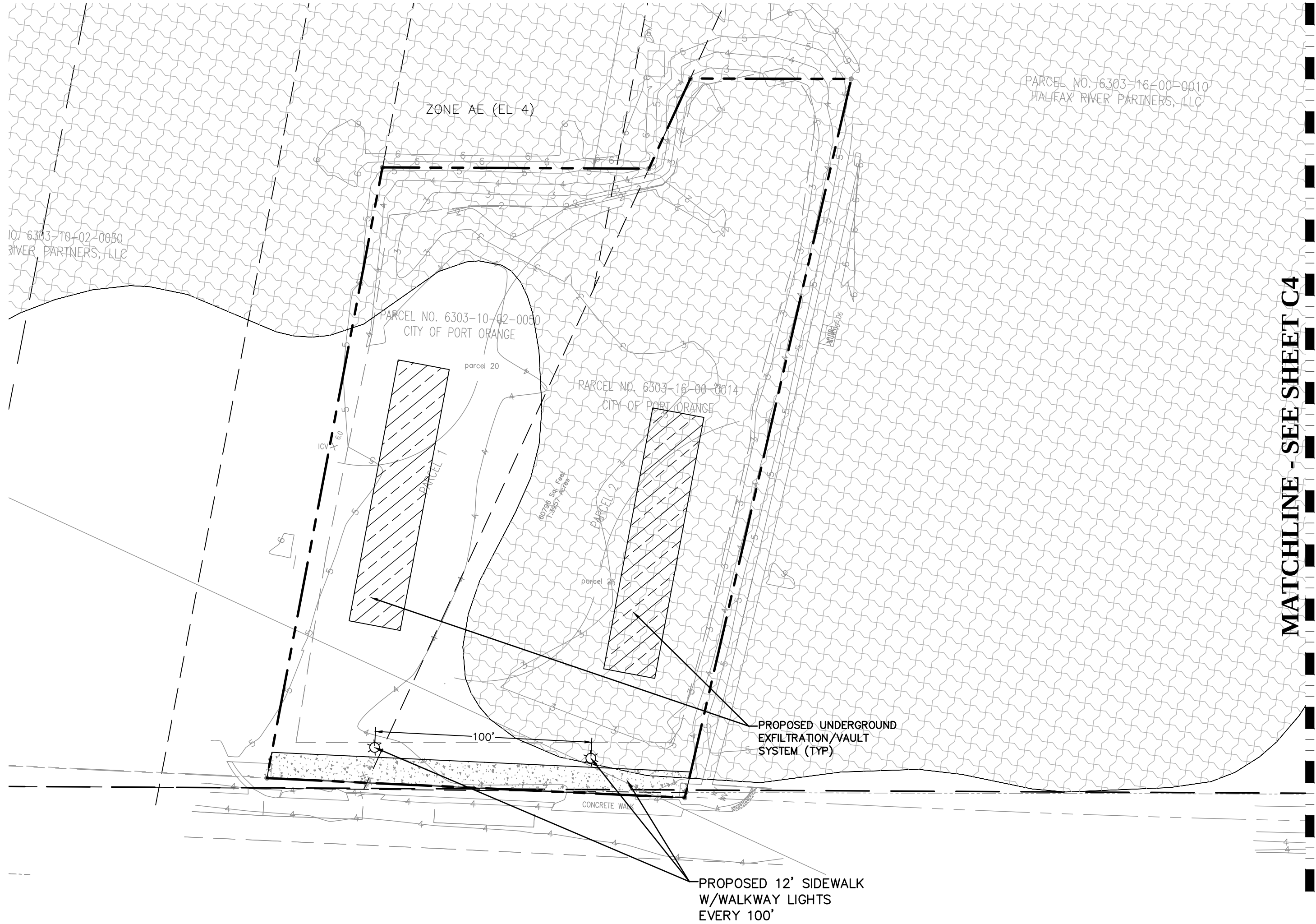
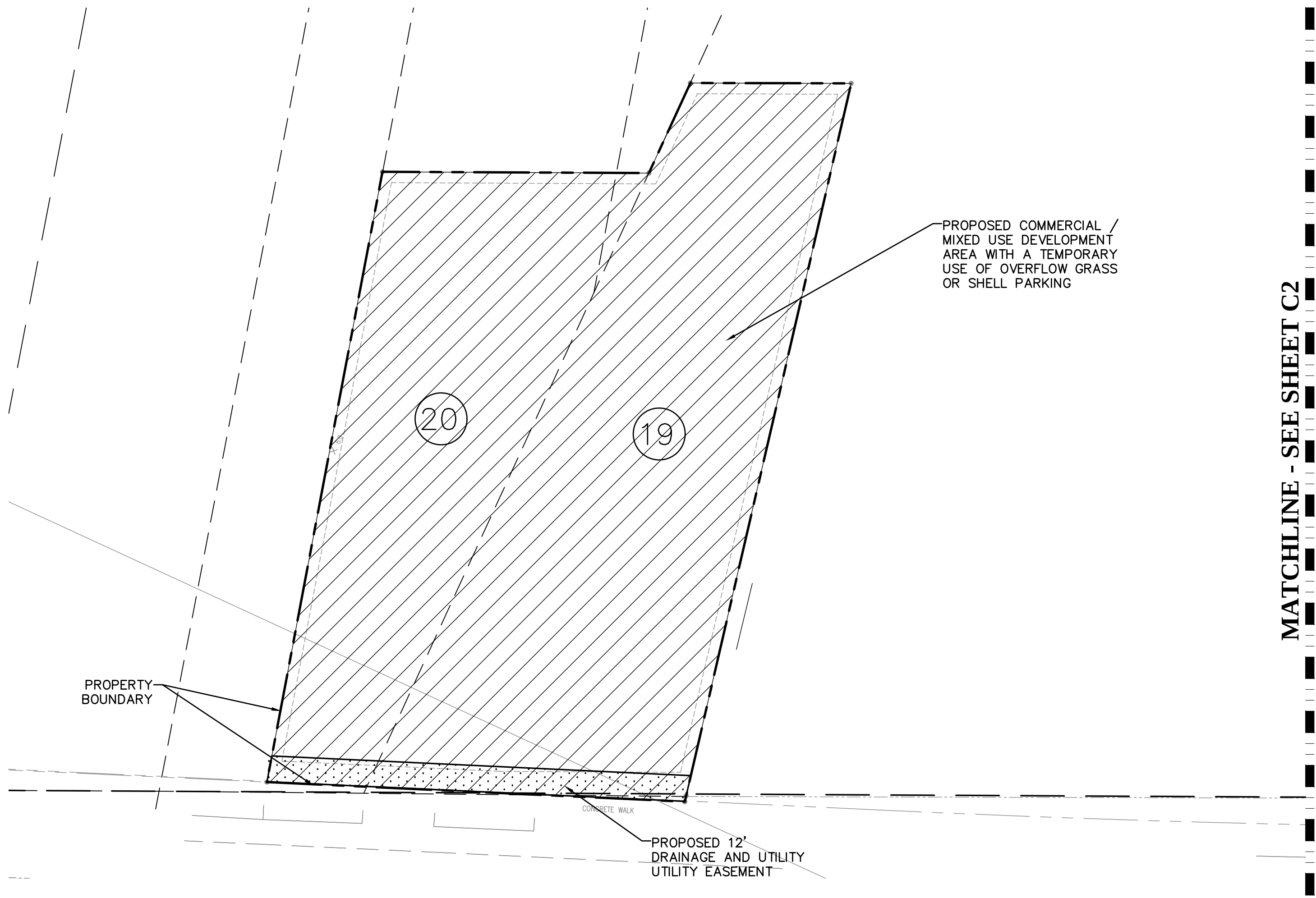
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DESIGNED BY: RH
DRAFTED BY: CM
CHECKED BY: RH

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XREFS: 21336_SURV.DWG

RANDY M. HUDAK, P.E., NO. 65063
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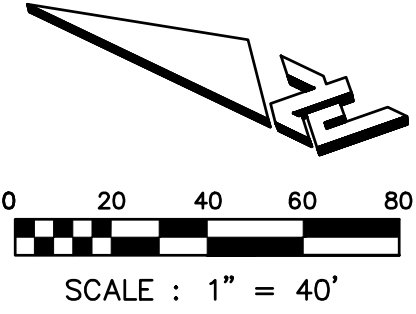
SHEET: C4 OF 7

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LEGEND:

- PROPOSED CONCRETE
- PROPOSED UNDERGROUND EXFILTRATION/VAULT SYSTEM
- ZONE AE (ELE 4)
- ZONE AE (ELE 5)
- ZONE AE (ELE 6)
- PROPOSED COMMERCIAL/MIXED USE DEVELOPMENT
- 12' DRAINAGE AND UTILITY EASEMENT
- LOT SYMBOL



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2	08-02-24	RMH/CTR	REDESIGN
3	08-06-24	RMH/CTR	REVISED PER CITY COMMENTS DATED 08/02/24
4	08-12-24	RMH/CTR	REVISED PER CITY COMMENTS DATED 09/12/24

**RIVERVIEW
EXHIBIT B
DRAINAGE PLAN**

CITY OF PORT ORANGE

VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21336

DESIGNED BY: RH

DRAFTED BY: CM

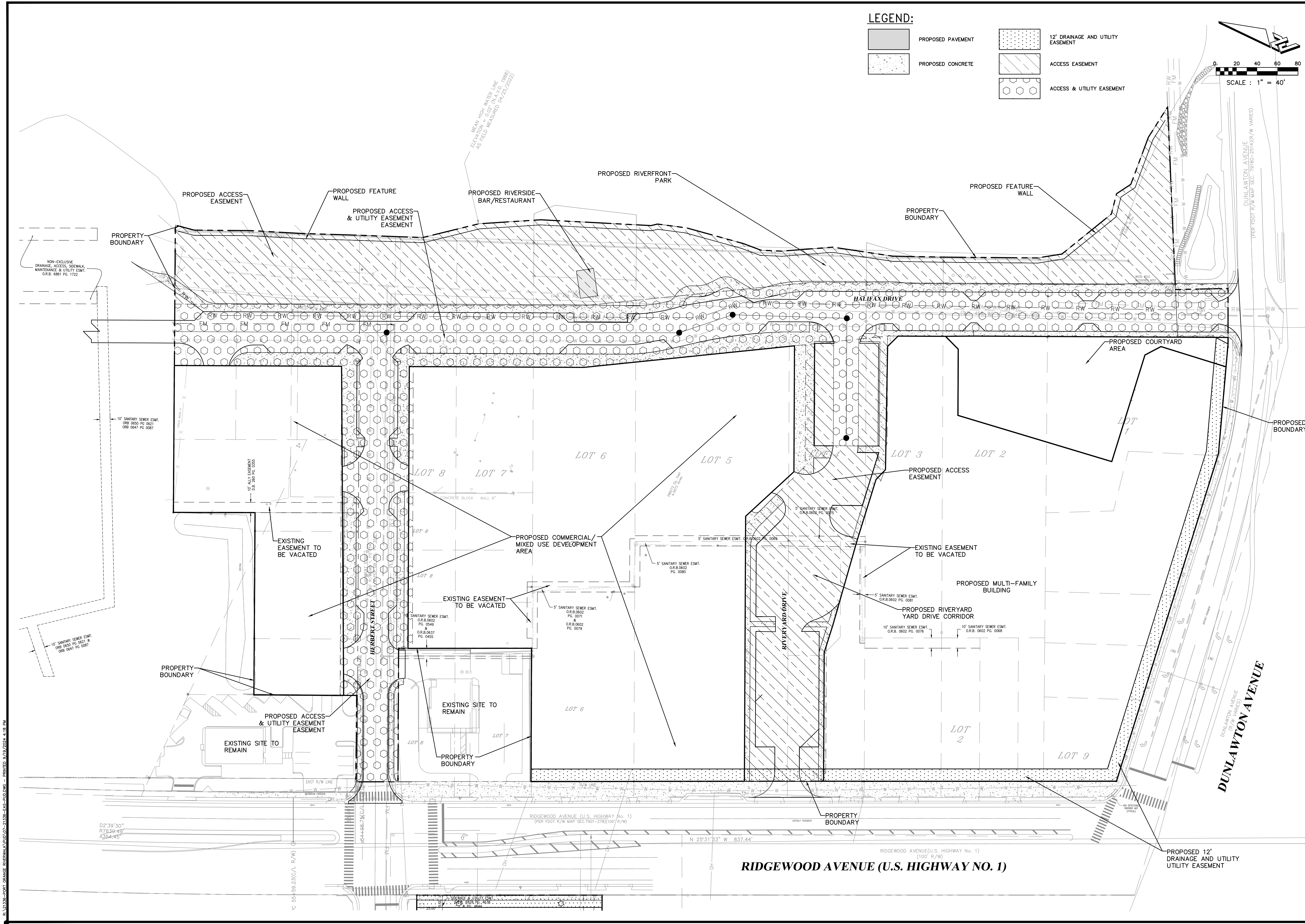
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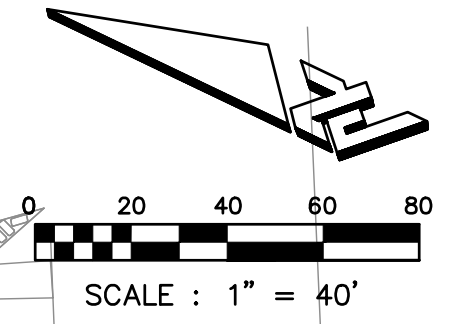
SHEET: **C5** OF **7**

R:\21336-PORT CRANE RIVERMAY\2107-21336-EAS-PUD.DWG - PRINTED: 9/19/2024 4:18 PM



LEGEND:

- PROPOSED PAVEMENT
- PROPOSED CONCRETE
- 12' DRAINAGE AND UTILITY EASEMENT
- ACCESS EASEMENT
- ACCESS & UTILITY EASEMENT



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2	08-02-24	RMH/CM	REVISION
3	08-06-24	RMH/CTR	REVISED PER CITY COMMENTS DATED 08/02/24
4	08-12-24	RMH/CTR	REVISED PER CITY COMMENTS DATED 09/12/24

**RIVERYARD
EXHIBIT B
EASEMENT EXHIBIT**

CITY OF PORT CRANE
VOLUSIA COUNTY, FLORIDA

PROJECT NO.: ZC 21336
DESIGNED BY: RH
DRAFTED BY: CM
CHECKED BY: RH
DRAWING FILE: 07-21336-EAS-PUD
XREFS: 21336_BAS_PUD.DWG
XREFS: 21336_SURV.DWG

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SHEET: **C7** OF **7**

EXHIBIT D

Amended Riveryard Architectural Styles Exhibit

EXHIBIT "D"

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CONCEPTUAL DEVELOPMENT
PLAN PRESENTATION

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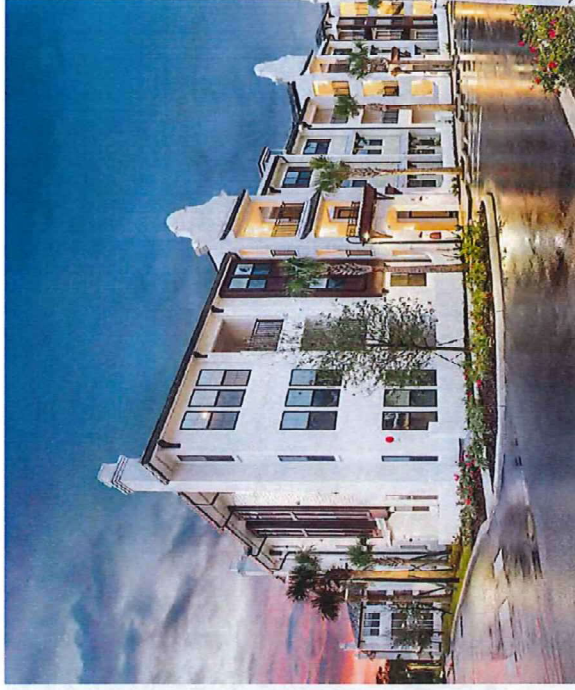
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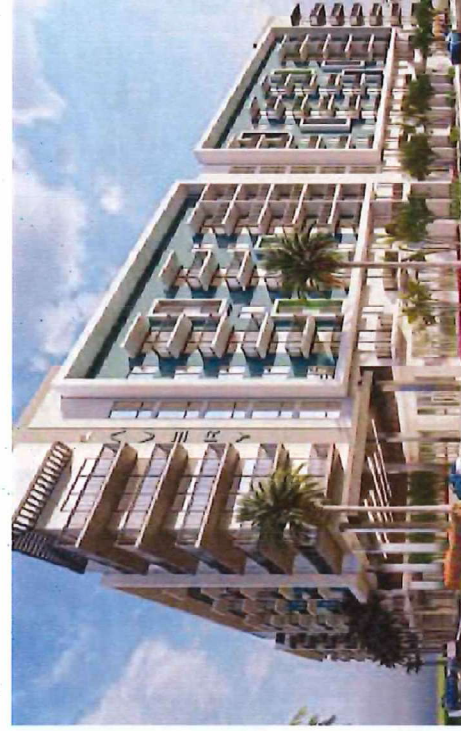
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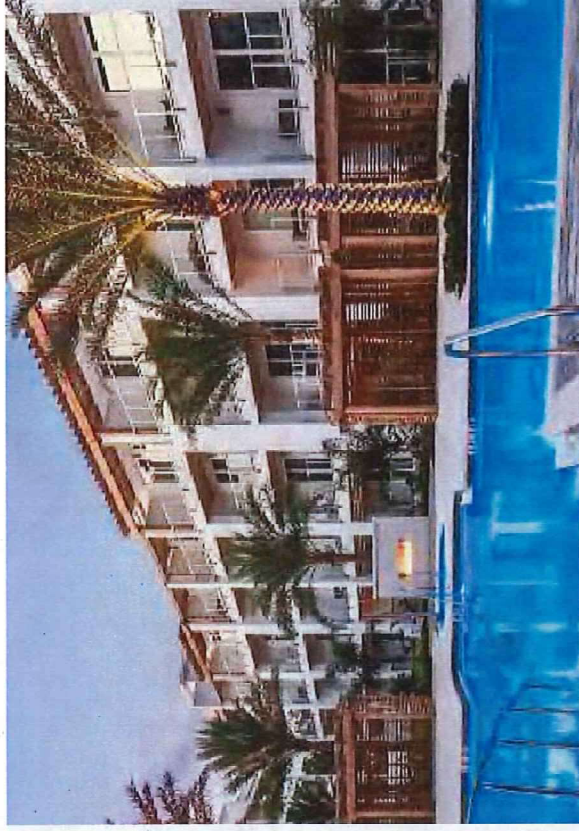
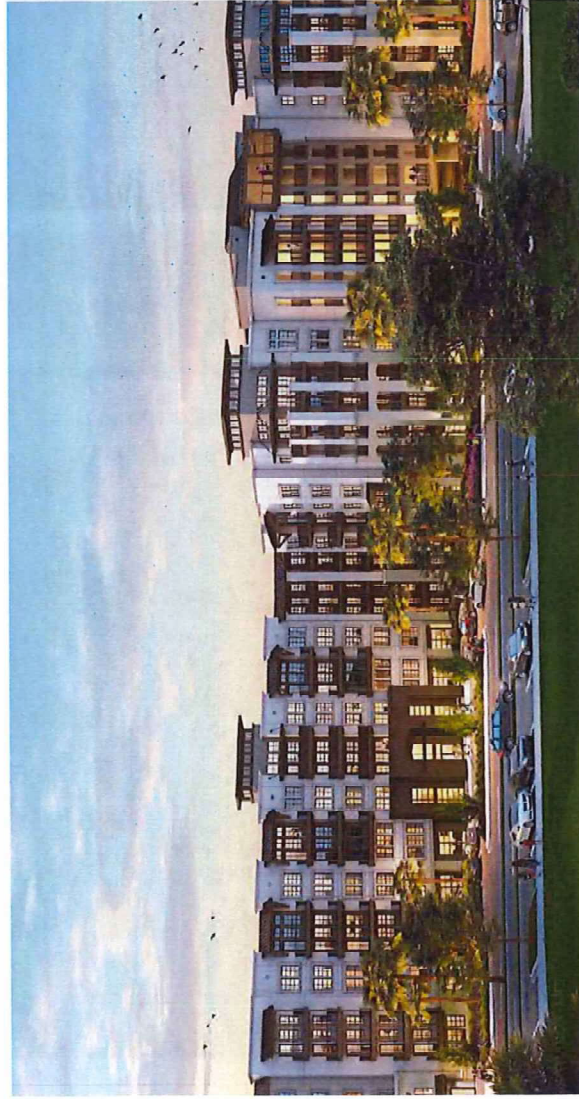
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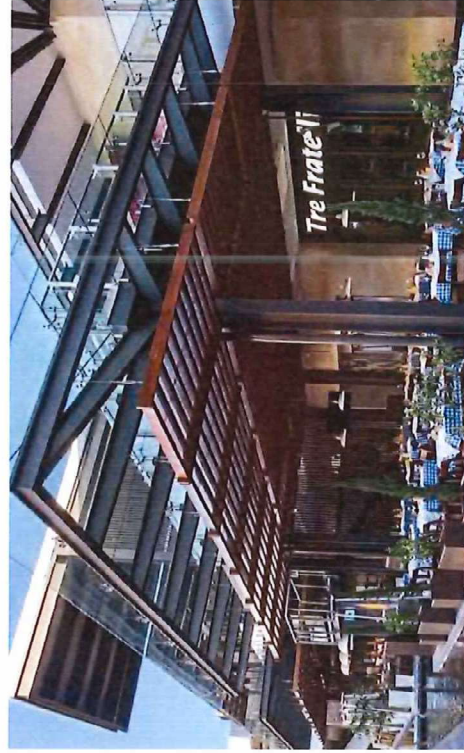
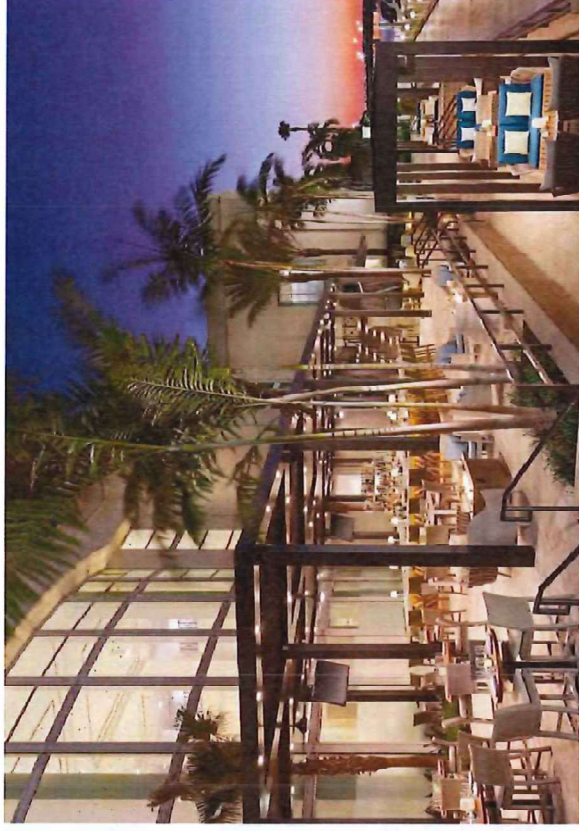
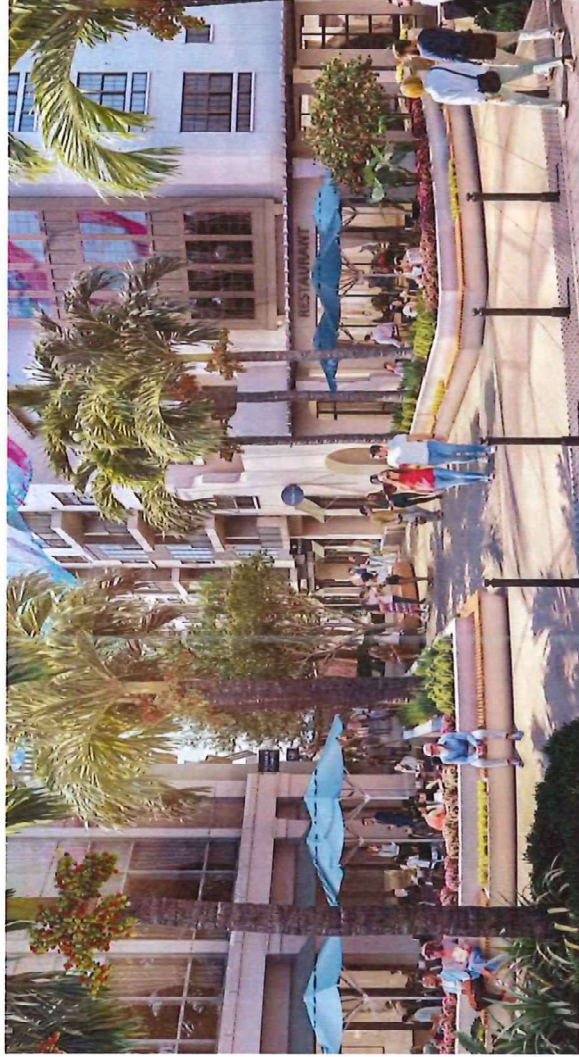
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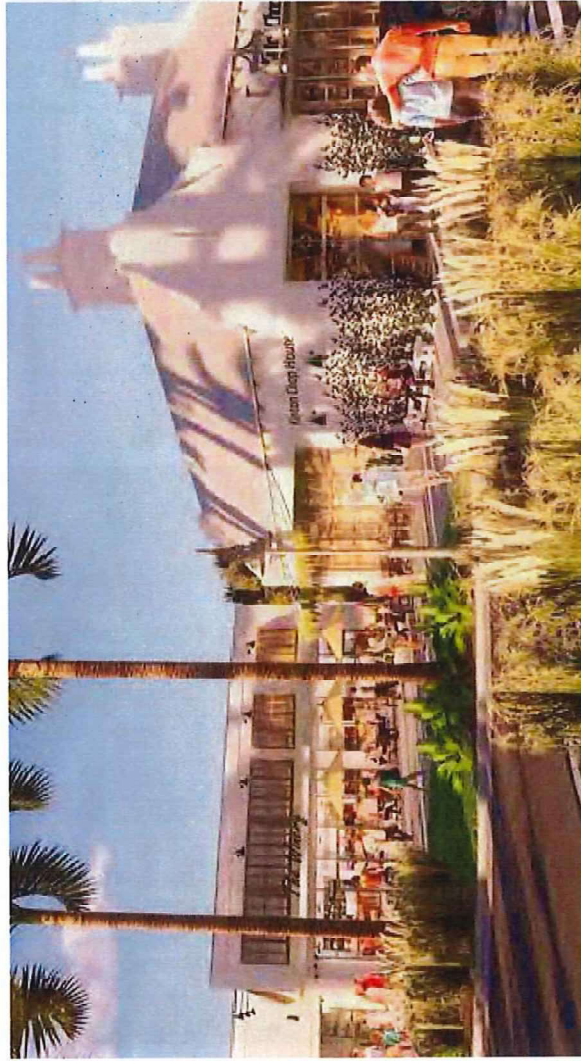
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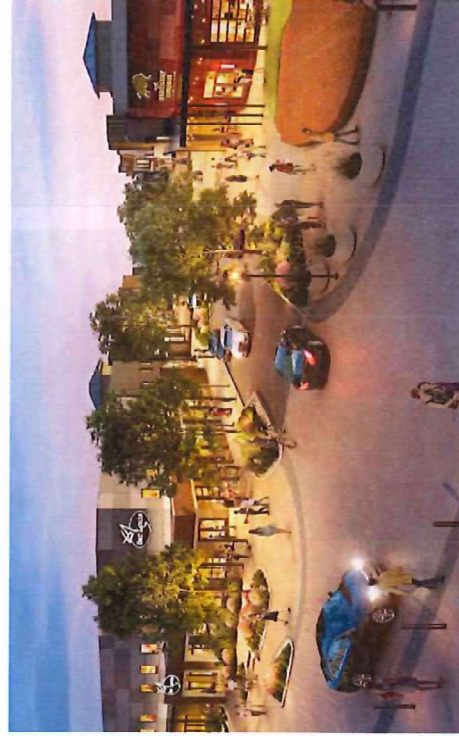
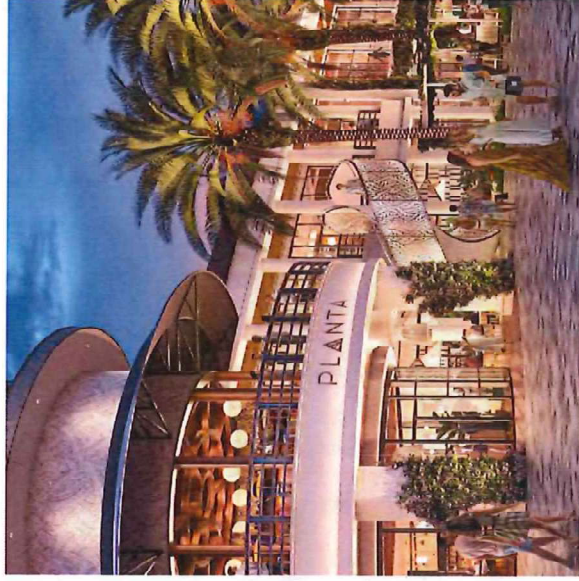
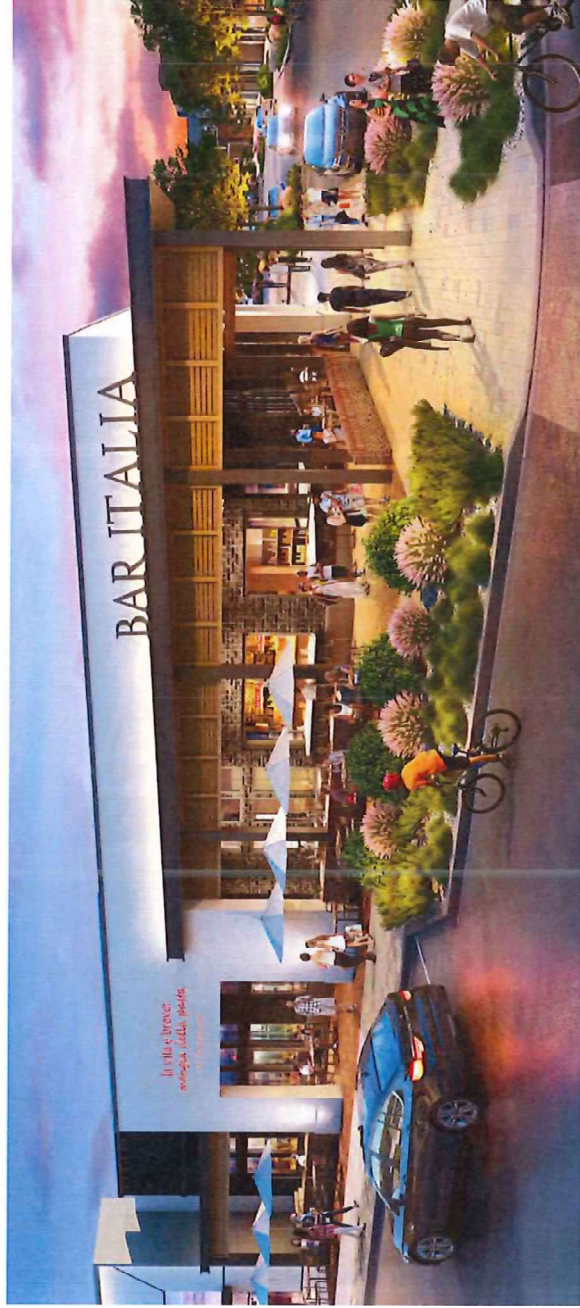
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STAFF REPORT

2nd Amendment to the Riveryard Master Development Agreement and Conceptual Development Plan Case No. PRZA-24-0006

REQUEST:	To approve the 2 nd Amendment to the Riveryard Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to clarify some development parameters, such as a simplified list of permitted uses, revise the multi-family parking ratio, and update the CDP layout.
LOCATION:	Northeast corner of Dunlawton Avenue and Ridgewood Avenue, the former Dave's Pest Control property, and the former ArtHaus property (Figure 1)
APPLICANT:	Bristol Port Orange Partners, LLC
PROPERTY OWNERS:	City of Port Orange and Port Orange Town Center; Community Redevelopment Agency; Bristol Port Orange Partners, LLC; Joan Sheridan Trust; JLS888 INC; Ralph & Tammy Heotzler
STAFF CONTACT:	Tim Burman, Community Development Director
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 4-0 (September 26, 2024)
CITY COUNCIL:	October 15, 2024
PORT ORANGE TOWN CENTER CRA & CITY COUNCIL:	November 6, 2024

INTRODUCTION

In September 2023, the City Council and the Port Orange Town Center Community Redevelopment Agency approved the Riveryard Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Bristol Development Group's (Bristol) transformative mixed-use project located at the northeast corner of Dunlawton Avenue and Ridgewood Avenue, along the Halifax River (see Figure 1 – Page 2).

Over the last twelve months, Bristol has continued to make progress in critical areas, including preparing design plans (site plan, architectural drawings, and landscape plans), additional property acquisition, discussions with other permit agencies (FDOT, SJRWMD, DEP, etc.), preparing Economic Incentive Agreements with the City, refinement of construction estimates, and developing a plan to activate the waterfront with interim uses such as a food truck court, coffee shop, and recreation and entertainment amenities.

According to Bristol, information collected over the last year as they continued to develop their project led to some minor adjustments having to be made to the MDA and CDP. Since these adjustments pertained to text listed in the MDA and/or CDP, an amendment to the MDA and CDP was required to make these minor adjustments. The proposed amendment to the CDP does **not** change Bristol's overall mixed-use project as it will still include a waterfront park (performance pavilion, trails, swings/benches, etc.), riverfront bar/restaurant, ±30,000 square feet of commercial space, hotel (optional), multi-family building wrapped around a parking garage, festival street, public parking, private streets with on-street parking, associated infrastructure (water, sewer,

lighting and drainage) improvements, and access from Dunlawton Avenue and Ridgewood Avenue via three private internal streets (Herbert Street, Halifax Drive, and Riveryard Drive).

Figure 1 – Location Map



DISCUSSION

The following minor adjustments and modifications are proposed to the amendment to the Riveryard MDA and CDP:

Site Layout

The revised CDP remains similar to the layout on the CDP approved in 2023. The revised CDP has more area set aside for commercial uses and public surface parking, less area for multi-family uses and parking (Table 1), and has shifted the intersection of Riveryard Drive and Ridgewood Avenue to the center of the development.

Table 1. Conceptual Development Plan Comparison

	2023 Plan (Acreage)	2024 Plan (Acreage)	Overall Change (Acreage)
Multifamily/Parking Garage/Courtyard	4.59	3.19	(1.40)
Commercial/Mixed-Use/Parking	2.59	3.77	1.18
Private R/W & On-Street Parking	2.38	2.53	0.15
Riverfront Park	1.45	1.52	0.07
Total Acreage	11.01	11.01	0.00

The modifications to the CDP do **not** change Bristol's overall mixed-use project as it will still include a waterfront park (performance pavilion, trails, swings/benches, etc.), riverfront bar/restaurant, ±30,000 square feet of commercial space, hotel (optional), multi-family building wrapped around a parking garage, festival street, public parking, private streets with on-street parking, associated infrastructure (water, sewer, and drainage) improvements, and access from Dunlawton Avenue and Ridgewood Avenue via three private internal streets (Herbert Street, Halifax Drive, and Riveryard Drive).

Figure 2. 2023 Conceptual Development Plan

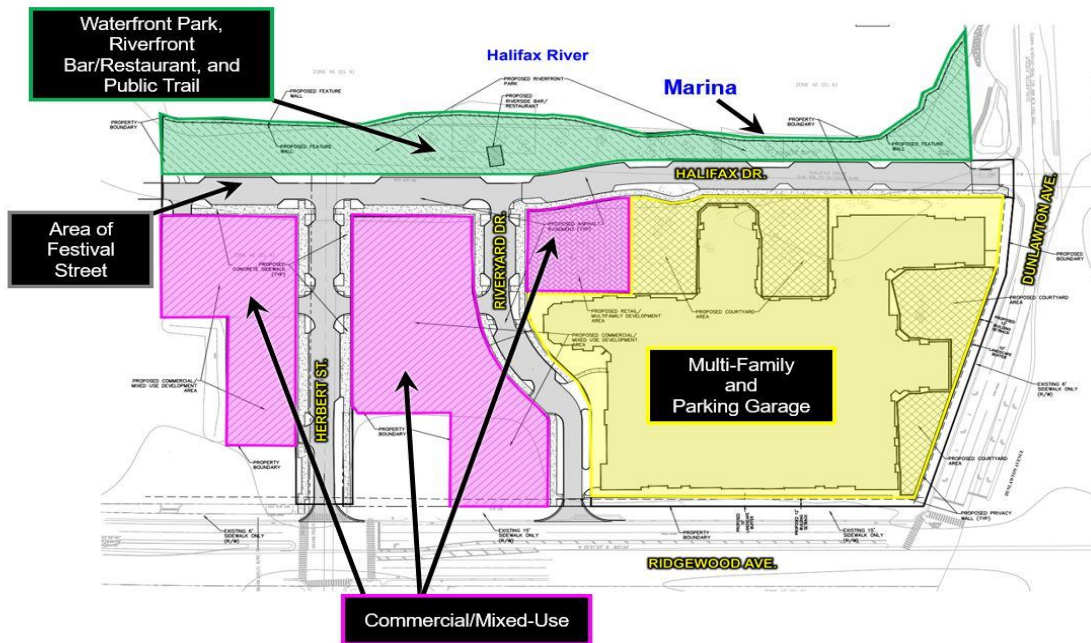
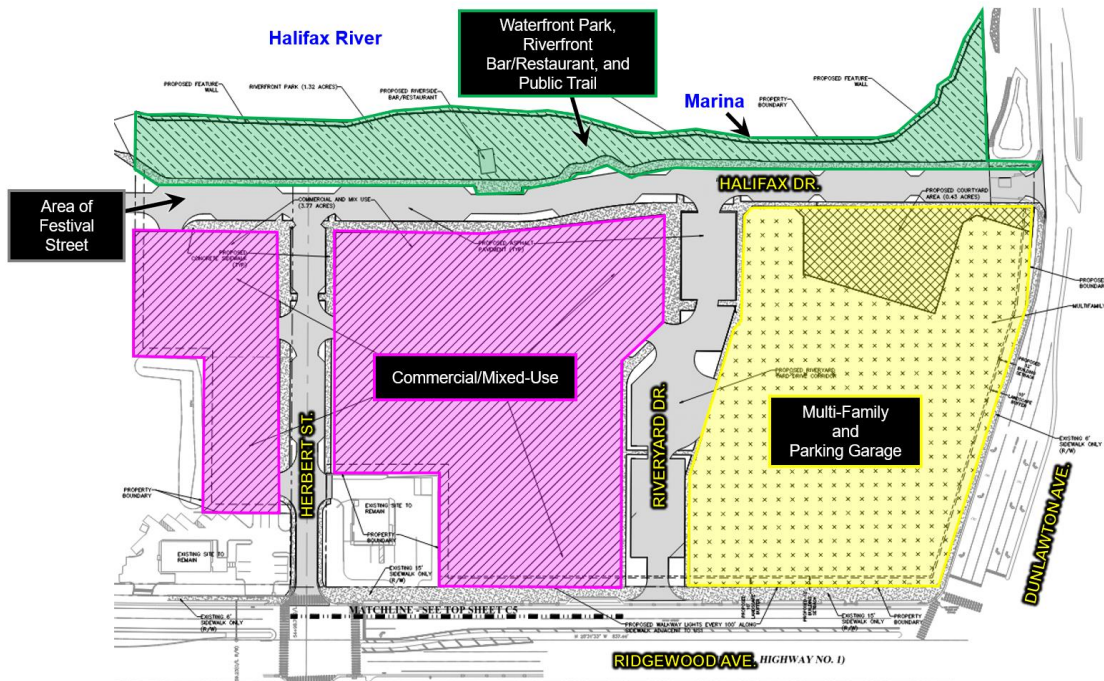


Figure 3. 2024 Conceptual Development Plan



Public Parking

The parking areas for the proposed development are shown on the CDP. According to the proposed amendment, the parking for the multi-family units will still be in a multi-level parking garage, and at least 300 parking spaces will be set aside for the public to access commercial uses, the waterfront park, and events on Festival Street. According to the MDA, the parking requirement for commercial uses is five spaces per 1,000 square feet. Providing 300 parking spaces for 30,000 square feet of commercial exceeds the required number of parking spaces by 150 spaces.

The current MDA states that public parking could also be provided in the lower parking garage levels, along with surface parking lots or on-street parking spaces. The proposed amendment does **not** reduce the number of public parking spaces the developer is required to provide, just that required public parking spaces will be provided in surface parking lots or on-street.

Multi-Family Parking Requirements

The current multi-family parking requirement in the MDA is 1.3 spaces per residential unit. The proposed amendment will revise the multi-family parking requirement from 1.3 to 1.25 spaces per residential unit.

According to Bristol, the proposed parking ratio will provide sufficient parking for a multi-family complex based on the traffic typically generated by a multi-family development within a mixed-use project. The Institute of Transportation Engineers (ITE) Parking Generation Manual, 4th edition, indicates that the average parking ratio for a low/mid-rise apartment over a 24-hour period is between 1.10 and 1.37 spaces per residential unit. The proposed 1.25 parking spaces per residential unit is within the ITE-suggested range. According to Bristol, the proposed parking ratio has been used in other mixed-use projects they have developed and provides sufficient parking for the multi-family complex.

While the number of 1-bedroom units has yet to be finalized, Bristol anticipates that 60% to 62% of the multi-family units will be 1-bedroom units and 38% to 40% will be 2- and 3-bedroom units. According to Bristol, in their other multi-family projects, the 1-bedroom units are rented to single residents with one vehicle, and the occupants of the 2- and 3-bedroom units typically have two cars. Therefore, having more 1-bedroom units compared to the 2- and 3-bedroom units results in the need for fewer parking spaces per unit.

According to Bristol, the modified parking requirement is consistent with the December 2022 parking study prepared by Walker Consultants. In 2023 when the 1.3 parking space per multi-family unit was approved, the percentage of 1-bedroom units was anticipated to be 55% of the total multi-family units. With the expected increase in the percentage of 1-bedroom units (5% to 7%) and Bristol's experience in multi-family development, the requested parking requirement of 1.25 spaces per multi-family unit will be sufficient.

The current MDA allows a maximum of 460 residential units to be developed within the Riveryard project area. However, according to Bristol, the anticipated number of residential units to be constructed will be around 275. If approved, the revised parking requirement would result in a slight decrease in the number of spaces to be provided compared to the current parking requirement in the MDA.

Table 2. Parking Requirement Comparison

	Number of Residential Units	Required Spaces at 1.3 Parking Spaces per Residential Unit	Required Spaces at 1.25 Parking Spaces per Residential Unit	Difference Between 1.3 and 1.25 Parking Spaces per Residential Unit
Maximum Number of Residential Units Allowed	460	598	575	(23)
Projected Residential Units Allowed	275	357	344	(13)

Permitted Uses

The list of allowed uses within the portion of the Riveryard project area located east of Ridgewood Avenue has been revised to ensure that the commercial portion of the project is developed with experiential uses. The current MDA allows banks and office uses to be developed as part of the ground floor commercial uses. The proposed amendment removes bank as a permitted use, allows for ATM kiosks, and restricts office uses to the 2nd floor and above. The following table shows the current and proposed list of allowed uses for the Riveryard project area.

2023 Permitted Uses	2024 Permitted Uses
1. Bike, kayak & other recreational equipment rentals 2. Banks 3. Office (permitted on any floor) 4. Animal grooming and wellness 5. Game/recreation facilities 6. Health/exercise clubs 7. Brewery 8. Amphitheater 9. Multifamily dwellings and Townhomes 10. Food Truck Court/Parking – allowed in the area designated on the CDP as commercial, private roadway, and waterfront park. 11. Bars, lounges, and nightclubs 12. Hotel 13. Marina 14. Outdoor fruit and vegetable or craft market 15. Retail uses 16. Personal services 17. Restaurants 18. Public/civic facilities 19. Microbrewery 20. Craft food and beverage producer	1. Bike, kayak & other recreational equipment rentals 2. <u>ATM kiosks</u> 3. <u>Professional and medical offices (2nd floor and above only)</u> 4. Animal grooming or wellness 5. Game/recreation facilities 6. Health/exercise clubs 7. Brewery 8. Amphitheater 9. Multifamily dwellings and Townhomes 10. Food Truck Court/Parking – allowed in the area designated on the CDP as commercial, private roadway, and waterfront park. 11. Bars, lounges, and nightclubs 12. Hotel 13. Marina (marina which allows for overnight stay for up to seven (7) days) 14. Outdoor fruit and vegetable or craft market 15. Retail uses 16. Personal services 17. Restaurants 18. Public/civic facilities 19. Microbrewery 20. Craft food and beverage producer

The proposed uses are consistent with the Planned Community-Riverwalk Future Land Use designation, which states, “the area shall be a mixed-use entertainment location,” “promote river-based activities and events to attract citizens,” and “develop a unique riverfront location based on a healthy mix of entertainment, retail, office, and housing uses.” The proposed uses provide entertainment and a usable riverfront for residents of Port Orange and tourists.

The proposed permitted uses for the former ArtHaus property (3840 Ridgewood Avenue) include uses allowed in the Ridgewood Development (RD) zoning district and Riverwalk Overlay District (ROD), which allows for general retail, office, and restaurant uses.

Drive-Thru

The properties that make up the Riveryard project area are located in the Riverwalk Overlay District (ROD), and according to the ROD, a drive-thru facility can only be permitted if approved by the City Council as part of an MDA. The proposed amendment allows for one drive-thru at the former Dave’s Pest Control property (3641 Ridgewood Avenue) and one drive-thru at the former ArtHaus property (3840 Ridgewood Avenue). A drive-thru developed at either property will be required to comply with all development requirements in the LDC related to a drive-thru.

Figure 4. Properties A Drive-Thru Facility Is Proposed To Be Permitted



Figure 5. Example of Drive-Thru Architecturally Incorporated into a Commercial Building



Future Development on the Arthaus Property

The proposed amendment clarifies that future development of the former Arthaus property (3840 Ridgewood Avenue) located on the southwest corner of Herbert Street and Ridgewood Avenue shall be developed according to the dimensional criteria (setbacks, open space, building height, etc.) in the Land Development Code for the Ridgewood Development (RD) district and all site development requirements in the Land Development Code. The allowed uses in the Ridgewood Development (RD) zoning district and Riverwalk Overlay District (ROD) include general retail, office, and restaurant use. According to the applicant, there are no plans to develop this property at this time.

Timeframe

The proposed 2nd Amendment adds text that states if the Riverwalk Purchase & Sale Agreement between the City and Developer is not completed or is otherwise terminated, then the development rights granted pursuant to this Agreement shall lapse, except that any vested development rights shall be permitted to remain in place according to the Riveryard MDA and CDP, and associated amendments.

CONSISTENCY WITH COMPREHENSIVE PLAN

The subject property is designated Planned Community-Riverwalk on the City's Future Land Use (FLU) Map. The Planned Community-Riverwalk land use standards and the policies within the Port Orange Town Center (POTC) CRA Plan are to guide the development of a walkable development along the Halifax River that includes commercial, office, residential, civic, and entertainment uses. In 2023, the original MDA and CDP were found to be consistent with the intent of the Goals, Objects, and Policies of the Comprehensive Plan and CRA Plan, and the proposed amendment does not change the overall development framework and remains consistent with these plans.

PUBLIC NOTICE

A Public Notice sign was posted on the site on August 22, 2024. As of September 20, 2024, staff has not received any phone calls regarding the proposed Amendment.

RECOMMENDATION

Staff recommends approval of the 2nd Amendment to the Riveryard Master Development Agreement (MDA) and Conceptual Development Plan (CDP), subject to review and approval by the City Attorney's Office for legal form and content.

ATTACHMENT

Exhibit 1: 2nd Amendment to the Riveryard Master Development Agreement and Conceptual Development Plan (see Ordinance Exhibit)



Business Impact Estimate

This form should be included in 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. 2024-19 – Second Amendment to the Riveryard Master Development Agreement (Case No. PRZA-24-0006)

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 ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Development orders, and development permits, as those terms are defined in s. 163.3164; and development agreements as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
 - c. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - d. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - e. 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):
A request by the applicant approve the 2nd Amendment to the Riveryard Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to clarify some development parameters, such as a simplified list of permitted uses, revise the multi-family parking ratio, and update the CDP layout to support the redevelopment of the subject property within the POTC CRA.

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:
N/A
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:
N/A
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:
N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
N/A

4. Additional information the governing body deems useful² (if any):
This ordinance does not change the applicant's overall mixed-use project as it will still include a waterfront park (performance pavilion, trails, swings/benches, etc.), riverfront bar/restaurant, ±30,000 square feet of commercial space, hotel (optional), multi-family building wrapped around a parking garage, festival street, public parking, private streets with on-street parking, associated infrastructure (water, sewer, lighting and drainage) improvements, and access from Dunlawton Avenue and Ridgewood Avenue via three private internal streets (Herbert Street, Halifax Drive, and Riveryard Drive).

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 10/15/2024

SUBJECT: (H18b) First Reading - Ordinance No. 2024-23 - Amending Code of Ordinances Chapter 6, Article 1 - Alcoholic Beverages

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2024-23 and authorize the Mayor and City Clerk to execute the same.

SUMMARY: The proposed amendment to the Code of Ordinances amends the list of properties/locations owned by the City of Port Orange where an individual can possess an open container of alcoholic beverage or consume any alcoholic beverage on the street, sidewalk, public property, or public building. Currently, the Code of Ordinance permits the consumption of any alcoholic beverage at the following city-owned locations:

1. The municipal golf course
2. The premises located at Riverside Pavilion
3. The Palmer College of Chiropractic, Florida campus located on City Center Parkway
4. Upon any public property in the city utilized for functions held by the city, Florida League of Cities, Volusia League of Cities, Volusia Council of Governments, or other governmental entities.
5. Any city-owned property expressly designated by the city council, by formal written authorization, as a place where alcohol may be consumed, subject to the terms and conditions set forth in said authorization and subject to strict compliance with federal, state, and local laws governing alcoholic beverages.

The proposed amendment further supports the City's redevelopment efforts within the Port Orange Town Center Community Redevelopment Area (CRA) by adding the city-owned concrete/paver walkway area located between the terminus of Ocean Avenue right-of-way at the Halifax River and the terminus of the concrete/paver walkway at Halifax Drive (Port Orange Riverwalk Open Container Area) to the list of city-owned areas where the consumption of alcoholic beverages is allowed, subject to strict compliance with federal, state and local laws governing alcoholic beverages. Allowing the consumption of alcoholic beverages on this city-owned walkway allows customers from current (Tiki Docks Restaurant) and future businesses (Bristol's Interim Use - Food Truck Court) to consume alcoholic beverages as they move from business to business.



The proposed amendment is based on reviewing other codes for cities in Florida and Georgia that allow open containers on a Riverwalk area, such as Tampa, Jacksonville, and Savannah. Staff found these cities generally had the following requirements for open containers: 1) alcohol must be in an approved to-go cup from a participating business, 2) limited to only one drink can be carried at a time, 3) alcohol must be purchased from one of the facilities adjacent to the Riverwalk, no one can bring their own alcohol, and 4) no drinking allowed in the designated open container area before 11 a.m. or after 12 p.m. (midnight). If approved, signage will be installed to identify the limits where an individual can consume an alcoholic beverage on the walkway, and trash receptacles are located along the walkway.

Over the last several years, staff has prepared amendments to support the City's redevelopment efforts to create commercial/entertainment destination areas within the Town Center Community Redevelopment Area (CRA). The amendments included adding uses such as "Brewery" and "Farmers Market," incentives for the redevelopment of targeted businesses, establishing site development standards for the redevelopment of infill commercial properties, alternative signage options, and establishing the Riverwalk and Down Under Entertainment Districts. Similar to the past amendments, the proposed amendment is intended to support existing businesses and attract new businesses that provide entertainment activities such as live music or performances.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2024-23	Ordinance No. 2024-23.pdf
2.	Revised Business Impact Estimate ORD 2024-23	Revised Business Impact Estimate ORD 2024-23.pdf

Robin Fenwick
Tim Burman
Shannon Balmer
Wayne Clark

Created/Initiated - 9/30/2024
Approved - 10/3/2024
Approved - 10/11/2024
Final Approval - 10/11/2024

ORDINANCE NO. 2024-23

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 6, SECTION 6-3 RELATING TO THE LIST OF PROPERTIES EXEMPT FROM THE GENERAL PROHIBITION OF POSSESSION AND CONSUMPTION OF ALCOHOL ON PUBLIC PROPERTY OWNED OR CONTROLLED BY THE CITY OF PORT ORANGE AND ESTABLISHING CERTAIN PARAMETERS FOR THE CONSUMPTION THEREOF; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council wishes to encourage and support the redevelopment and activation efforts to create commercial/entertainment destination areas within the Port Orange Town Center Community Redevelopment Area (CRA); and

WHEREAS, the City Council recognizes the demand for alcoholic beverages associated with certain entertainment and sporting venues; and

WHEREAS, the City Council, in furtherance of said efforts, wishes to amend the list of properties/locations owned by the City of Port Orange that an individual can possess and consume an open container of an alcoholic beverage; and

WHEREAS, the City Council intends to establish certain parameters for the newly added property as it relates to the consumption of an alcoholic beverage in an open container; and

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

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

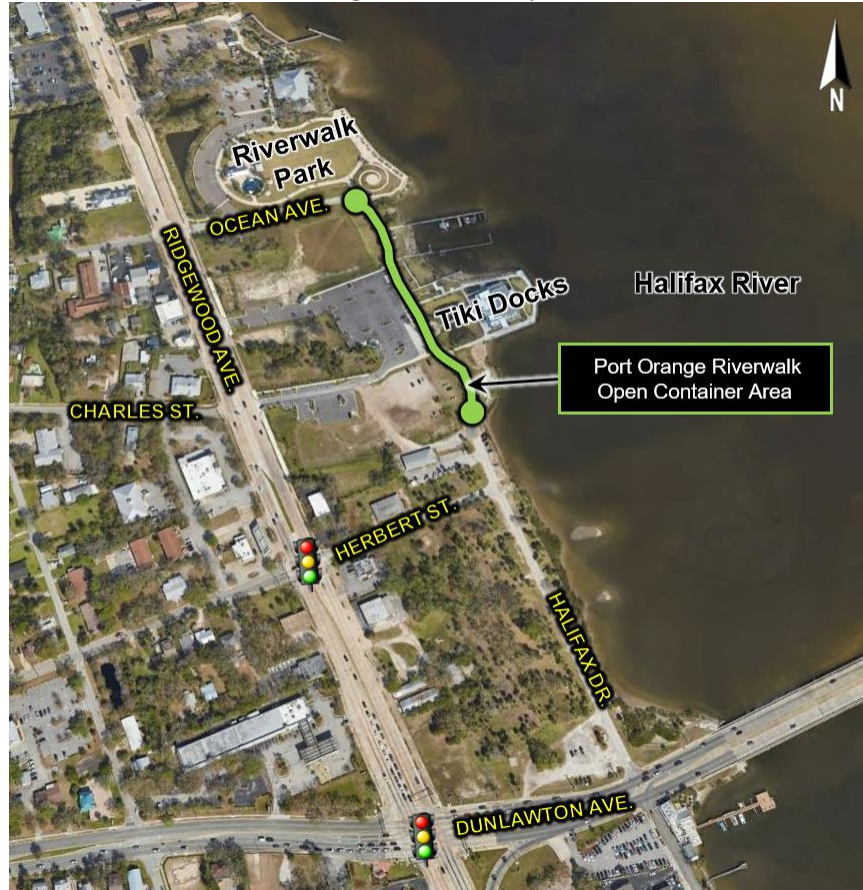
SECTION 1. The City Council of the City of Port Orange, Florida hereby amends Chapter 6, Article I, Section 6-3 of the Code of Ordinances to read as follows:

Sec. 6-3. Drinking in public.

- (a) *General prohibition.* It shall be unlawful for any person to possess any open container of alcoholic beverage or to consume any alcoholic beverage on the streets, sidewalks or thoroughfares, or on any public property, including, but not limited to, any public building, facility, park, playground, recreational facility, right-of-way, parking lot, and any other property owned or controlled by the City of Port Orange, unless expressly permitted in compliance with provisions of this section. This prohibition shall not apply to and no permit shall be required for possession or consumption of an alcoholic beverage at the following properties:
- (1) The municipal golf course;
 - (2) The premises located at Riverside Pavilion and legally described in a lease agreement between the city and an organization which is incorporated and active as a corporation not for profit pursuant to F.S. ch. 617;
 - (3) The Palmer College of Chiropractic, Florida campus located on City Center Parkway as described in that certain referenced lease agreement recorded in Official Records Book 4944 at Page 1791 of the Public Records of Volusia County, Florida;
 - (4) Upon any public property in the city utilized for functions held by the city, Florida League of Cities, Volusia League of Cities, Volusia Council of Governments or other governmental entities; ~~and~~
 - (5) Any city-owned property expressly designated by the city council, by formal written authorization, as a place where alcohol may be consumed, subject to the terms and conditions set forth in said authorization, and subject to strict compliance with federal, state and local laws governing alcoholic beverages; ~~and~~
 - (6) Port Orange Riverwalk Open Container Area. The city does hereby create an area comprised of the concrete and paver walkway located between the terminus of the Ocean Avenue right-of-way at the Halifax River and the terminus of the concrete and paver walkway at Halifax Drive, as shown in Figure 1 below, hereinafter designated as the Port Orange Riverwalk Open Container Area, subject to strict compliance with federal, state and local laws governing alcoholic beverages and the following limitations:
 - a. Possession of open containers of alcohol within the Port Orange Riverwalk Open Container Area is subject to the following:
 1. A person who legally obtains an alcoholic beverage from a licensed premises, licensed by the state for the sale of alcoholic beverages, pursuant to Florida Statutes, and said premises is located adjacent to the Port Orange Riverwalk Open Container Area, may possess and/or consume the alcoholic beverage within the Port Orange Riverwalk Open Container Area so long as the alcoholic beverage is in an Approved Container.
 2. No person may possess more than one open container of an alcoholic beverage in an Approved Container within the Port Orange Riverwalk Open Container Area.

3. Possession and consumption of alcoholic beverages within the Port Orange Riverwalk Open Container Area shall be between the hours of 11:00 a.m. and 12:00 a.m. (midnight), each day.
4. Except as provided in this subsection, possession of any open container containing an alcoholic beverage within the Port Orange Riverwalk Open Container Area shall be unlawful and punishable in accordance with the appropriate laws.

Figure 1 - Port Orange Riverwalk Open Container Area



(b) *Definitions.*

Approved Container means a cup that bears the logo of the licensed premises at which the alcoholic beverage was purchased, is no larger than 16 ounces, for use in the Port Orange Riverwalk Open Container Area.

[The remainder of the section is unchanged]

SECTION 2. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange, and the Sections of this Ordinance may be

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

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 the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2024

Passed and adopted on second and final reading on the day of _____, 2024

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



Business Impact Estimate

This form should be included in 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. 2024-23 - Amending Code of Ordinances Chapter 6, Article 1 - Alcoholic Beverages

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;
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- ☐ 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 ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Development orders, and development permits, as those terms are defined in s. 163.3164; and development agreements as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
 - c. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - d. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - e. 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 amendment to the Code of Ordinances amends the list of properties/locations owned by the City of Port Orange where an individual can possess an open container of alcoholic beverage or consume any alcoholic beverage on the street, sidewalk, public property, or public building. The proposed amendment further supports the City's redevelopment efforts within the Port Orange Town Center Community Redevelopment Area (CRA) by adding the city-owned concrete/paver walkway (open container area) located between the Ocean Avenue right-of-way and termination of the walkway into Halifax Drive to the list of city-owned areas where the consumption of alcoholic beverages is allowed, subject to strict compliance with federal, state and local laws governing alcoholic beverages.

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:
N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:
N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:
N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful² (if any):

Allowing the consumption of alcoholic beverages on this city-owned walkway allows customers from current (Tiki Docks Restaurant) and future businesses (Bristol's Interim Use - Food Truck Court) to consume alcoholic beverages as they move from business to business.

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 10/15/2024

SUBJECT: (H18c) Third Amendment to the Contract for Sale of Riverwalk Property to Bristol Port Orange Partners, LLC

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Discussion Only.

SUMMARY: At their December 12, 2023, meeting, the City Council and the Town Center CRA approved the Second Amendment to the Contract for Sale and Purchase of three separate parcels in the Riverwalk area from the City (and Town Center CRA) to Bristol Development Group ("Bristol"). The three parcels are described as follows: Parcel A - Southern Riverwalk 10 acres; Parcel B - Dave's Pest Control; and Parcel C - Arthaus.

Closing Timeline:

According to the approved Second Amendment to the Contract for Sale and Purchase, Bristol had until November 14, 2024, to obtain city approval for their site plan and close on the property by September 13, 2025. The requested Third Amendment to the Contract for Sale and Purchase requires Bristol to submit a site plan in accordance with the Land Development Code to the City for review by July 2025 and approval of a schematic site plan by the City Council and to close on the property by December 29, 2025.

According to Bristol, the request to extend the closing date from September 13, 2025, to December 29, 2025, is due to the continued adverse conditions in the market for real estate construction financing, including the reluctance of commercial banks to provide financing due to credit constraints and the effects of higher interest rates on their balance sheets, the reluctance of investors to provide equity financing due to a sense of heightened risk in commercial real estate, increased development costs caused by higher interest rates and credit constraints, and continued high construction costs following the pandemic.

Starting in early 2023 and continuing until mid-September 2024, interest rates have been elevated because of increases ordered by the Federal Reserve Board to address inflation, with short-term rates rising much higher than long-term rates, causing interest rates for typical construction financing to more than double from 3% to 4% to 7% to 8.5%. In the development industry, construction financing refers to the funds required to

execute and complete a development project, and obtaining appropriate financing is a crucial aspect of any construction project. Interest rates determine the overall cost of borrowing funds and can impact the affordability of a construction project; when interest rates are high, borrowing costs increase, resulting in higher payments and potential challenges in securing a construction loan and having a financially feasible project. However, when interest rates are low, borrowing costs decrease, making construction projects more financially feasible.

According to several national construction market indices, such as the Architecture Billings Index, Construction Spending, U.S. Census New Residential Construction & Sales Indices, Urban Land Institute, etc., developers of large-scale development projects across the country that require construction financing are either "on hold" or are limiting progress to gaining the necessary government approvals, so when interest rates are lower, their projects are ready to start construction. According to Bristol, with the recent announcement of reductions in short term interest rates and the anticipated continued reductions by the Federal Reserve Board, the market for real estate construction financing is expected to become more accessible over the coming months, making the Bristol projects more financially feasible. In addition, the opening of commercial bank construction lending and the reduction in lending rates should encourage investors that provide equity financing for new developments to become more willing to invest in new opportunities.

Outparcels:

The Third Amendment also allows the city to purchase the four parcels (shown as Outparcels 1-4 on Exhibit A) that Bristol has under contract or has purchased, and hold these properties until Bristol closes on the City's property (Parcels A, B, and C as shown on Exhibit A), and then transfer the four parcels back to Bristol after they close on the City's property.

Over the last two and half years, Bristol has made considerable progress in additional property acquisitions. Bristol has negotiated contracts to acquire three of six properties adjacent to Parcel A, purchased one of the six properties adjacent to Parcel C, and is in continuing negotiations for the remaining two properties adjacent to Parcel A (Exhibit A - Outparcel Acquisition Graphic). The contracts for the three parcels Bristol has under contract require Bristol to close on these parcels by February 28, 2025. The acquisition of land adjacent to Parcel A has allowed Bristol to improve the layout of their project from their initial December 2021 proposal. Bristol's current layout (Exhibit B - August 2024 Development Layout) now includes more commercial space, a festival street, a new seawall, additional public parking, and a waterfront park (performance pavilion, trails, swings/benches, etc.) in addition to the multi-family building with a parking garage. The addition of the four parcels to Parcel C has allowed Bristol to continue to develop a project that furthers the goals, policies, and objectives of the City and CRA. According to Bristol, the acquisition of the parcels adjacent to Parcel A was key in developing the site as a mixed-use destination along the Halifax River.

The current price for the four properties Bristol has under contract is \$3,160,560 (Exhibit A - Outparcel Acquisition Graphic). If Bristol does not close on the City's property (Parcels A, B, and C) by December 29, 2025, the City will retain ownership of the four parcels. The City would then own the full 11 acres along the east side of Ridgewood Avenue, north of Dunlawton Avenue, and Parcel B (1.4 acres) and Parcel C (0.86

acres) as shown on Exhibit A.

The acquisition of the four parcels benefits both the City and Bristol by improving the configuration of the developable land and its redevelopment potential in this area of Riverwalk. The current configuration/shape of City Parcel A is not uniform and limits its development potential, but the addition of the four parcels Bristol has under contract or purchased along with City Parcel A provides a more uniform and developable property that allows for the development of a project that furthers the goals, policies, and objectives of the City and CRA.

According to Bristol, their intent is to close on the City property before December 29, 2025, acquire the four parcels from the City, and begin developing their mixed-use project in 2026.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Exhibit A - Outparcel Acquisition	Exhibit A - Outparcel Acquisition.docx
2.	Exhibit B - Project Layout Plan	Exhibit B.docx
3.	DRAFT Third Amendment to Bristol Purchase and Sale Agreement	DRAFT Third Amendment to Bristol Purchase and Sale Agreement.pdf

Tim Burman	Created/Initiated - 9/26/2024
Tim Burman	Approved - 9/27/2024
Shannon Balmer	Approved - 10/11/2024
Wayne Clark	Final Approval - 10/11/2024

(Exhibit A - Parcel Acquisition Graphic)



EXHIBIT B

PORT ORANGE RIVERWALK: MASTER PLAN

SEPTEMBER 2024



**Third Amendment to Contract for Sale and Purchase
of Real Property**

THIS THIRD AMENDMENT TO CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY (the “Third Amendment”) is made and entered into this ____ day of September 2024, between the **City of Port Orange, Florida**, a municipal corporation (the “City”), and **Port Orange Town Center Community Redevelopment Agency** (the “CRA”), both with a mailing address of c/o City Manager, 1000 City Center Circle, Port Orange, FL 32129-4144 (collectively the “Seller”) and **Bristol Port Orange Partners, LLC**, a Florida limited liability company with a mailing address of 381 Mallory Station Road, Suite 204, Franklin, TN 37067, as successor to Bristol Development Group, LLC (the “Purchaser”).

WITNESSETH

WHEREAS, the Seller and Purchaser entered into a Contract for Sale and Purchase of Real Property currently owned by Seller dated March 22, 2022, (the “Contract”); and

WHEREAS, Bristol Development Group, LLC, predecessor-in-interest, assigned all its rights and obligations under the Contract to Bristol Port Orange Partners, LLC, pursuant to Paragraph 18 of the Contract; and

WHEREAS, the Seller and Purchaser entered into a First Amendment to Contract for Sale and Purchase of Real Property dated March 7, 2023 (the “First Amendment”), and a Second Amendment to Contract for Sale and Purchase of Real Property dated December 12, 2023 (the “Second Amendment”); and

WHEREAS, the Seller and Purchaser have agreed to further amend the Contract to update certain terms and conditions relating to the Governmental Approvals period, update the outside date for closing and to provide for the potential assignment of certain contracts by Purchaser to Seller;

NOW THEREFORE, in consideration of the mutual promises hereafter set forth herein, Seller and Purchaser hereby agree to the following amendments to the original Contract:

1. Paragraph 1(d) is hereby added to the Contract, as follows:

- (d) Purchaser has closed on or successfully entered into contracts with several owners of parcels that adjoin the Property for the acquisition of their parcels in order to aggregate them with the Property in support of the planned redevelopment contemplated by this Contract. The additional parcel already closed on is listed on Exhibit ____ (the “Closed Outparcels”) and the additional parcels under contract are listed on Exhibit ____ (the “Contract Outparcels”), together the “Outparcels”. The aggregation of the Outparcels provides a benefit to both Purchaser and Seller by providing an improved opportunity for redevelopment of a key area of the City of Port Orange. Purchaser is currently scheduled to close on the Contract Outparcels by February 28, 2025 (the “Contract Outparcel Closings”).

In order to maintain the assemblage of parcels Purchaser has under contract, the Purchaser and Seller agree that Purchaser shall assign the right to close on the

Contract Outparcels to Seller.. Unless otherwise agreed herein, and subject to Seller's compliance with Section 2-274 of the Code of Ordinances for the City of Port Orange and all other applicable state statutes, Seller agrees to close on the purchase of all of the Contract Outparcels in accordance with the terms of each Contract Outparcel purchase and sale agreement, including payment of all applicable brokers' commissions. Prior to Seller closing on the Contract Outparcels, Purchaser agrees to make any additional earnest money deposits required under the terms of the contracts for the Contract Outparcels prior to the closings for the Contract Outparcels. Purchaser also agrees to pay the closing costs, other than applicable brokers' commissions, associated with closing on the Contract Outparcels. Purchaser may pay the closing costs for each assigned contract directly to the closing agent for each assigned contract for the Contract Outparcels or may coordinate with Seller for the closing costs to be deducted from any deposits, additional deposits or other escrowed funds Purchaser has paid toward each of the Contract Outparcels so long as the deposit, additional deposit or escrowed funds are applicable toward the purchase price for the parcel in question. Seller agrees to reimburse, or cause Purchaser to be reimbursed, at each closing for all earnest money deposits Purchaser has made on the Contract Outparcels that is applicable to the purchase price for the parcel in question prior to such closings, minus the closing costs that Purchaser has agreed to pay in accordance with this paragraph.

In the event Seller closes on the Outparcels in accordance with the assignments contemplated by this paragraph, Seller shall contemporaneously close on the acquisition of the Closed Outparcel from Purchaser. The sale of the Closed Outparcel by Purchaser to Seller shall be based on the acquisition price paid by Purchaser for the Closed Outparcel, together with the brokers commissions paid by Purchaser in connection with Purchaser's acquisition of the Closed Outparcel. Purchaser and Seller shall enter into a separate purchase and sale agreement for the sale of the Closed Outparcel by Purchaser to Seller. Purchaser and Seller will enter into a separate agreement that will provide for the terms and conditions under which Purchaser may acquire the Contract Outparcels and reacquire the Closed Outparcel from Seller.

2. Paragraph 5 of the Contract is hereby amended as set forth below:

5. Government Approvals.

- (a) Purchaser shall have until July 31, 2025 (hereinafter the "Government Approval Period"), to submit a final site plan application, as required by Chapter 6, Section 5 of the Land Development Code, to the City.
- (b) Government Approvals required prior to closing shall include the following (collectively "Government Approvals"):
 - i. Approval of zoning amendments covering the Property, if any;
 - ii. Approval of a Master Development Agreement and Conceptual Development Plan, as defined by Chapter 17, Section 30 of the

City's Land Development Code for Planned Community – Port Orange Riverwalk (PC-R) District rezoning, relating to Purchaser's development of the Property for the intended use as described in Section 15, hereinbelow, which Master Development Agreement and Conceptual Development Plan shall be subject to approval by City Council and the Port Orange Town Center Community Redevelopment Agency, executed and recorded prior to the Closing Date.

- iii. Approval of a site plan for the development of the Property, in accordance with the City of Port Orange Land Development Code, as evidenced by the issuance of a Development Order (as defined by the City's Land Development Code);
- iv. Approval of a schematic site plan by City Council, which shall at least include the general location of all proposed buildings, vehicular and pedestrian circulation and architectural renderings that establish the architectural standards for the Project ("Schematic Site Plan"), and shall be discretionary in nature rather than approval as a regulatory body. Subsequent to City Council approval of the Schematic Site Plan, any changes to the Schematic Site Plan shall require City Manager approval, which shall be discretionary in nature rather than a regulatory approval. Within the sole discretion of the City Manager, if he determines that the proposed Schematic Site Plan modification substantially and materially modifies the Schematic Site Plan approved by City Council, he may bring said modification to City Council for approval;
- v. All required permits and approvals from ancillary governmental agencies necessary to obtain a development order for development of the Property with the Intended Use or related, off-site infrastructure improvements, other than building permits and permits or approvals for marina or dock related improvements, except as may be required to permit bulkhead or seawall improvements that are necessary to support the upland portions of the Intended Use.

The Master Development Agreement will contain such terms as are necessary for the orderly development of the Property and, in any event, shall address the matters described in Section 15, herein. Purchaser acknowledges and agrees that they shall actively and diligently pursue the Government Approvals referenced herein, recognizing that time is of the essence in closing this transaction. In the event that Government Approvals are not obtained by the date that is thirty (30) days prior to the date for Closing, then this Agreement shall automatically terminate, and the Deposit shall be refunded to Purchaser and neither party shall have any further obligations under this Contract, except with respect to those matters which expressly survive termination.

- (c) Purchaser shall direct the process of obtaining the Government Approvals and Seller agrees to cooperate with Purchaser in all applications for Government

Approvals and other permits or approvals that may be necessary. Seller, to the best of its ability, will make available any documentation related to the Property that may be requested by Purchaser.

- (d) Except as otherwise agreed, Purchaser shall be responsible for all costs associated with obtaining the required Government Approvals.
- (e) Final issuance of Government Approvals shall be deemed to occur only when all of the Government Approvals, both regulatory and discretionary, contained in Section 5(b), hereinabove, have been issued or granted by the City's council, commissions, boards, staff and all other applicable government agencies, and that any applicable time periods for appeal have been extinguished. The parties, by mutual consent, may waive one or more Government Approvals in the event permits or other approvals from governmental agencies other than the City remain outstanding at the time of the expiration of the Governmental Approval Period.

3. Paragraph 12 of the Contract is hereby amended as set forth below:

12. Closing. Closing shall take place in Volusia County, Florida at the office of the Escrow Agent referenced in section 2(b) on or before December 29, 2025.

Following Closing, Purchaser shall have the right to exclusive possession of the Property.

4. Except as specifically amended herein, all terms and conditions set forth in the Contract and as amended by the First Amendment shall otherwise remain in full force and effect. In the event of a conflict between the Contract, First Amendment, Second Amendment and this Third Amendment shall control.

IN WITNESS WHEREOF, Seller and Purchaser hereby execute this First Amendment as of the respective dates shown below.

[This Space Left Blank Intentionally]

WITNESSES:

THIRD AMENDMENT TO CONTRACT FOR
SALE AND PURCHASE OF REAL PROPERTY

PURCHASER:

BRISTOL PORT ORANGE PARTNERS, LLC

First Witness Signature Above, Printed Name Below:

By: _____
_____, _____

Date: _____, 2024

Second Witness Signature Above, Printed Name Below:

STATE OF _____

COUNTY OF _____

The foregoing Contract was and acknowledged before me by means of [] physical presence
or [] online notarization this _____ day of _____, 2024, by _____,
_____, _____, the Purchaser named in the foregoing Contract, 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 _____ at Large
Printed Name, Commission Seal and Term Expiration Date

WITNESSES:

THIRD AMENDMENT TO CONTRACT FOR
SALE AND PURCHASE OF REAL PROPERTY

SELLER:

CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

First Witness Signature Above, Printed Name Below:

By: _____
Donald O. Burnette, Mayor

Second Witness Signature Above, Printed Name Below:

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

Witnesses as to Both

Date: _____, 2024

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2024, by Donald O. Burnette as Mayor and Robin 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

WITNESSES:

THIRD AMENDMENT TO CONTRACT FOR
SALE AND PURCHASE OF REAL PROPERTY

SELLER:

COMMUNITY REDEVELOPMENT AGENCY
FOR PORT ORANGE TOWN CENTER,

First Witness Signature Above, Printed Name Below:

By:_____
_____, Chairman

Date:_____, 2023

Second Witness Signature Above, Printed Name Below:

Witnesses

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me by means of [] physical presence or
[] online notarization this _____ day of _____, 2023, by
_____, as chair of the Community Redevelopment Agency for Port
Orange Town Center, on behalf of the CRA. He is personally known to me.

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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/15/2024

SUBJECT: (H19) First Reading - Ordinance No. 2024-20 - Land Development Code (LDC) Amendment/Chapter 20 - Relating to Eligibility for Economic Development Incentives

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2024-20.

SUMMARY: Planning Commission Action (9/26/24): Recommended Approval 4-0

Over the last several years, staff has prepared amendments to support the City's redevelopment efforts to create commercial/entertainment destination areas within the Port Orange Town Center Community Redevelopment Area (CRA). Those amendments included adding uses such as "Brewery" and "Farmers Market," incentives for the redevelopment of targeted businesses, establishing site development standards for the redevelopment of infill commercial properties, alternative signage options, and entertainment districts (Riverwalk and Down Under). Like the past amendments, the proposed amendment is intended to support existing businesses and encourage business development that provides entertainment activities such as live music or performances, restaurants, breweries, and places to gather.

Amendment #1: Removal of Conflicting Requirements:

The proposed amendment includes various formatting and revisions to clarify existing text. These include revising specific references to code requirements to be more general, updating language that city impact fees (Fire, Police, and Transportation) and City Water and Sewer Development Fees can be deferred until a Certificate of Occupancy or Letter of Completion is requested to be consistent with the recently adopted requirements in Chapter 21 of the Land Development Code (LDC) and past practice, and remove references to being able to provide credits for City Water and Sewer Development Fees.

Amendment #2: Extend Timeframe to Request Fee Refund:

Over the last several years, the City has approved Economic Incentive Agreements (EIA) that waived or refunded building permit or site development (PUD/PCD, Site Plan, Future Land Use Amendment, Rezoning, etc.) fees for recent projects in the Port

Orange Town Center CRA or Eastport Business Center CRA. However, a few redevelopment projects were developed before the City emphasized development in the CRAs, and building permits or site development fee waivers were not used to encourage development. The proposed amendment allows developers that have built successful targeted businesses within either CRA to request that the City Council consider refunding building permits and site development fees for a targeted business project developed over the last six years and still operating as a successful targeted business within the CRA.

The LDC currently allows the City Council to consider waiving or refunding building permits and site development fees for targeted businesses developed, but the request must be made within one year from when the Certificate of Occupancy was issued. The list of city-wide targeted businesses is defined in the LDC and includes the following uses: marina; full-service hotel with multi-room conference center serving not less than 500 conference participants; college/university; aviation operations; professional sport operations; entertainment industry operations; regional distribution facility; Fortune 500 company; corporate headquarters; master developer(s) for the riverwalk, causeway or down under districts; master developer(s) for the Eastport Business Center redevelopment area; commercial or industrial venture(s) promising extensive value-added jobs; any other enterprise/project referenced within the City's vision statement.

The proposed amendment extends the timeframe a developer of a targeted business in a CRA can request an EIA to waive or refund building permit and site development fees to six years from when the Certificate of Occupancy was issued. In addition to being a targeted business and in a CRA, the business for which the initial certificate of occupancy (C/O) was issued must still be operating. The proposed amendment does **NOT** change the process for requesting an EIA; the council reviews all requests, and the council can award or decline to enter into an EIA with any particular business or targeted business. The proposed amendment could encourage developers to reinvest these funds in the CRAs or other targeted areas to expand their business or other redevelopment opportunities.

The Staff Report is attached for more information.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2024-20	Ordinance No. 2024-20.pdf
2.	STAFF REPORT	STAFF REPORT.pdf
3.	Revised Business Impact Estimate - ORD 2024-20 - DCAM-24-0001	Revised Business Impact Estimate - ORD 2024-20 - DCAM-24-0001.pdf

Penelope Cruz
Tim Burman
Shannon Balmer
Wayne Clark

Created/Initiated - 9/26/2024
Approved - 9/27/2024
Approved - 10/10/2024
Final Approval - 10/11/2024

ORDINANCE NO. 2024-20

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA AMENDING THE LAND
DEVELOPMENT CODE CHAPTER 20 RELATING TO
ELIGIBILITY FOR ECONOMIC DEVELOPMENT
INCENTIVES AND UPDATING LANGUAGE RELATED TO
IMPACT FEES; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the proposed amendments are necessary to improve the content of the existing Land Development Code (“Code”) as part of an ongoing maintenance effort to make the Code more efficient in its application as well as updated to respond to the current conditions in the community; and

WHEREAS, the Planning Commission has recommended amendments to the Land Development Code; and

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

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

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 20, Section 2 of the Land Development Code, to read as follows:

Chapter 20 – ECONOMIC DEVELOPMENT INCENTIVES

Section 2: - Overview of available city incentives.

Section 2: Overview of available city incentives.

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

- (c) *Deferment of impact fee payments.* Payment of city impact fees and city water and sewer development fees may be deferred in accordance with the Land Development Code. ~~Upon written request, payment of city water and sewer fees and recreation impact fees may be deferred to a later point in the development review process. Rather than being paid just prior to the issuance of the building permit(s), these fees may be paid just prior to the issuance of the certificate of occupancy.~~ Payment of county road and school impact fees may be deferred in a similar fashion, pursuant to ~~article III, section 70-75(2)(b)~~ of the Volusia County Code of Ordinances.

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

- (k) *Targeted businesses program.* The targeted businesses program (TBP) is hereby created to provide assistance to unique business ventures which, from time to time, may be targeted by the city by virtue of the anticipated socio-economic benefits. Targeted businesses may be extended incentives to aid in retaining their operations within the city; to aid in enhancing/expanding their operations in the city, or to aid in relocating their operations to viable property within the city. If approved, an agreement shall be prepared outlining the given incentives, their allocation and the conditions applicable thereto. The agreement shall then be executed and carried out in accordance with its terms.
- (1) *Targeted businesses—City-wide.* The following businesses shall be targeted businesses city-wide and may be extended assistance by the city pursuant to review and approval by the city council: marina; full service hotel with multi-room conference center serving not less than 500 conference participants; college/university; aviation operations; professional sport operations; entertainment industry operations; regional distribution facility; Fortune 500 company; corporate headquarters; master developer(s) for the riverwalk, causeway or down under districts; master developer(s) for the Eastport Business Center redevelopment area; commercial or industrial venture(s) promising extensive value-added jobs; any other enterprise/project referenced within the city's vision statement; and any other enterprise/project proposed and supported by ordinance of council.
- (a) *City council approval.* The city council shall retain the sole discretion to award or decline incentives in whole or in part and shall be under no obligation to enter into an incentive agreement with any particular business whether or not listed in subsection (k)(1) as stated above. In arriving at a decision the council shall consider the critical factors, including but not limited to the following: number of jobs, number of value added jobs, average wage, type of business venture, how the business venture addresses the critical needs within the city, location of business venture, value of construction, significance of improvements, anticipated tax revenue, multiplier implications on the local economy, health of the economy, availability of city funds and other factors deemed essential by the city council. To be considered by council, a written request providing a detailed overview of the business/project and the circumstances surrounding the need for assistance, shall be submitted to the city.
- (b) *Possible incentives.* Possible city incentives which may be extended to a targeted business as defined herein include, but shall not be limited to, one or more of the following: waive fees for applications, permits and/or inspections; grants/loans; ~~water/sewer impact fee credits/deferrals;~~ wetland mitigation; engineering, landscaping, surveying, architectural design services; pre-permitted sites; dollars for value-added jobs; utility cost-sharing; and expedited review and approval.
- (c) *Request.*
- (1) For properties not located in the Port Orange Town Center or Eastport Business Center redevelopment areas, ~~R~~requests shall be filed with the city within one year of the issuance of a certificate of occupancy (C/O).

- (2) For properties located in the Port Orange Town Center or Eastport Business Center redevelopment areas, requests shall be filed with the city within six years of the issuance of a certificate of occupancy (C/O) so long as the business for which the certificate of occupancy (C/O) was initially issued is still operating.
- (d) *Accountability.* In situations where the city council elects to issue a grant based on the type, number and/or wages associated with jobs to be created then the required agreement shall specify; a) by what time (e.g. 18 months from commencement of construction) the targets must be met; b) the penalty specifics if the targets are not met, such as reimbursing the city to a prorated dollar amount based on the number/type/wage of jobs falling short of the respective targets, with interest; and c) when the city's grant shall be issued meaning at the time the certificate of occupancy is issued, half now/half later or when the targets are met. Incidentally, the city shall verify whether targets have been met by reviewing an audit of the business in question at their expense. In situations where the city council elects to issue a grant based on the size and/or value of the physical improvements to the property, then the agreement shall address similar specifics.
- (2) *Targeted businesses—Ridgewood Corridor.* The following businesses shall be targeted businesses along the Ridgewood Corridor and may be extended assistance by the city: restaurants; professional offices; adult/vocational education; appliance/electronic repair shops; business service; convenience stores without fuel operations; financial services; fleet-based services; health/exercise club; laboratory, research and development; personal services; developments that assemble land to create a connection from Ridgewood to the riverfront; water-based businesses (e.g. watersports sales and rentals, such as kayaks, jet skis, paddle boards, etc., water taxis, boat tours, fish markets, bait and tackle shops); eco-tourism (e.g. guided tours); grocery store; craft food and beverage producer; microbrewery; manufacturing (craftsman shop and limited); retail home building materials; and any other enterprise/project with an anticipated socio-economic benefit and supported by the city council.
- (a) *Approval.* The city manager is authorized to award or decline incentives in whole or in part and shall be under no obligation to enter into an incentive agreement with any particular business whether or not listed in subsection (k)(2) as stated above. In arriving at a decision, the city manager shall consider the following factors, including but not limited to: whether the proposed business may conceivably spur similar investment in surrounding properties, whether the proposed business is expected to have a positive socio-economic impact on the Ridgewood Corridor, availability of city funds and other factors deemed essential by the city manager. To be considered by the city manager, a written request providing a detailed overview of the business/project and the circumstances surrounding the need for assistance, shall be submitted to the city. Priority for redevelopment grants shall be as identified in subsection (j)(2).
- (b) *Possible incentives.* Possible city incentives which may be extended to a targeted business as defined herein include, but shall not be limited to, one or more of the following: waive fees for planning and engineering applications, permits and/or inspections; grants/loans; ~~water/sewer impact fee credits/deferrals~~; dollars for value-added jobs; utility cost-sharing; phased site improvements; and expedited review and approval.

[No changes to sub-subsections (c) through (g)]

SECTION 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 4. The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange, and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

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

SECTION 6. This Ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

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

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



STAFF REPORT

CASE NO. DCAM-24-0001
LDC Amendment/Chapter 20

REQUEST:	Approve amendments Chapter 20 of the Land Development Code (LDC) that include clarifications and minor changes that are simple clean-up items that make the development review process more efficient.
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Tim Burman, Community Development Director (386) 506-5675
PLANNING COMMISSION:	Recommended Approval 4-0 (September 26, 2024)
CITY COUNCIL:	October 15, 2024

INTRODUCTION

Over the past several years, staff has been updating the Land Development Code (LDC) in phases. Prior amendments included updates to sign regulations, erosion control, floodplain management, updates to Building Code references, county-wide Traffic Impact Analysis standards, school concurrency, Construction Standards modifications, site plan, and subdivision regulations, removal of select uses from the Ridgewood Corridor zoning district, zero lot line homes in the R-2D zoning district, microbreweries, architecture requirements, economic development – Ridgewood targeted businesses, tree preservation, and others.

SUMMARY OF PROPOSED AMENDMENT

The proposed amendments are intended to improve and update the content of the existing code as part of an ongoing maintenance effort. The proposed amendments include clarifications and minor changes that are simple clean-up items that make the code more efficient to use, update information, or address problems or issues encountered when applying the code.

Amendment #1: Removal of Conflicting Requirements (Chapter 20)

The proposed amendment includes various formatting and revisions to clarify existing text. These include revising specific references to code requirements to be more general, updating language that city impact fees (Fire, Police, and Transportation) and city water and sewer development fees can be deferred until a Certificate of Occupancy or Letter of Completion is requested to be consistent with the recently adopted requirements in Chapter 21 of the Land Development Code and past practice, and remove references to being able to provide credits for water or sewer development fees.

Amendment #2: Extend Timeframe to Request Fee Waiver or Refund

Over the last several years, the City has approved Economic Incentive Agreements (EIA) that waived or refunded building permit or site development (PUD/PCD, Site Plan, Future Land Use Amendment, Rezoning, etc.) fees for recent projects in the Port Orange Town Center Community Redevelopment Area (CRA) or Eastport Business Center CRA. The LDC currently allows the City Council to consider waiving or refunding building permit and site development fees for targeted businesses developed, but the request must be made within one year from when the Certificate of Occupancy was issued. The list of city-wide targeted businesses is defined in the LDC and includes the following uses: marina; full-service hotel with multi-room conference center serving not less than 500 conference participants; college/university; aviation operations; professional sport operations; entertainment industry operations; regional distribution facility; Fortune 500 company; corporate headquarters; master developer(s) for the riverwalk, causeway or down under districts; master developer(s) for the Eastport Business Center redevelopment area; commercial or industrial venture(s) promising extensive value-added jobs; any other enterprise/project referenced within the City's vision statement.

The proposed amendment extends the timeframe a developer of a targeted business in a CRA can request an EIA to waive or refund building permit and site development fees to six years from when the Certificate of Occupancy was issued. In addition to being a targeted business and in a CRA, the business for which the initial certificate of occupancy (C/O) was issued must still be operating. The proposed amendment does **NOT** change the process for requesting an EIA or that the City Council reviews all requested EIAs, and the council can award or decline to enter into an EIA with any particular business or targeted business.

Over the last several years, staff has prepared amendments to support the City's redevelopment efforts to create commercial/entertainment destination areas within the Port Orange Town Center CRA. Those amendments included adding uses such as "Brewery" and "Farmers Market," incentives for the redevelopment of targeted businesses, establishing site development standards for the redevelopment of infill commercial properties, alternative signage options, and entrainment districts (Riverwalk and Down Under). Like the past amendments, the proposed amendment is intended to support existing businesses and encourage business development that provides entertainment activities such as live music or performances, restaurants, breweries, and places to gather.

RECOMMENDATION

Approval of the amendments to Chapter 20 of the Land Development Code.

ATTACHMENT

Exhibit 1 – Proposed Amendments to Chapter 20 of the Land Development Code (see Ordinance Exhibit)



Business Impact Estimate

This form should be included in 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. 2024-20 – LDC Amendment/Chapter 20 - Relating to Eligibility for Economic Development Incentives (Case No. DCAM-24-0001)

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 ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Development orders, and development permits, as those terms are defined in s. 163.3164; and development agreements as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
 - c. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - d. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - e. 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 amendment to Chapter 20 of the Land Development Code is intended to support existing businesses and encourage business development that provides entertainment activities such as live music or performances, restaurants, breweries, and places to gather.

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:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

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.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/15/2024

SUBJECT: (I20) First Reading - Ordinance No. 2024-21 - Amendment to Chapter 54, Article V, Police Pension Fund of the Code of Ordinances

DEPARTMENT: Finance

GOAL: 1 - Public Safety
6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve first reading of Ordinance No. 2024-21 amending the Police Pension Fund.

SUMMARY: The City Council approved the Collective Bargaining memorandum of understanding and agreements between the the International Union of Police Associations (IUPA) and Coastal Florida Police Benevolent Association Lieutenants (PBALT) on September 17, which included amendments to the retirement plan articles. The Plan Actuary, Freiman Little Actuaries, LLC, completed an updated actuarial impact statement. This ordinance is required to implement the pension changes negotiated by the two police unions.

The changes are as follows:

Section 54-130 - Calculation of benefit amount.

1. Amends the eligibility of the supplemental benefit (medical stipend) from twenty-five to twenty years of credit service for Tier 1 members.
2. Amends the eligibility for a three (3) percent cost-of-living with twenty years of credit service for both Tier 1 and Tier 2 members when the participant attains the age of 59.
3. Amends the maximum total benefit (MTB) provided to exclude the supplemental benefit (medical stipend) from the \$95,000 MTB for Tier 1 members.

Preliminary estimates for fiscal year 2024–2025 show that this amendment will cost the city \$227,299 in additional required contributions to the police pension fund as part of the October 1, 2023, valuation for contributions through September 30, 2025. Funds to cover the additional contribution are included in the approved FY2024-2025 adopted budget.

PRESENTER: John McKinney

ATTACHMENTS:

1.	Port Orange Police Pension Ord Amending Supp Ben and COLA revMJ10.11	Port Orange Police Pension Ord Amending Supp Ben and COLA revMJ10.11.pdf
2.	20240926 Port Orange Police Impact Statement CBA	20240926 Port Orange Police Impact Statement CBA.pdf
3.	BIE - Ord. No. 2024-21 Police Pension Changes	BIE - Ord. No. 2024-21 Police Pension Changes.pdf

John McKinney

Created/Initiated - 9/26/2024

John McKinney

Approved - 9/26/2024

Matthew Jones

Approved - 10/11/2024

Wayne Clark

Final Approval - 10/11/2024

ORDINANCE NO. 2024-21

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE V, POLICE PENSION FUND, AMENDING SECTION 54-130, BENEFIT LEVEL, AMENDING SUPPLEMENTAL BENEFIT AND COST OF LIVING ADJUSTMENT ELIGIBILITY FOR CERTAIN MEMBERS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange, Florida has entered into a collective bargaining agreement with the Coastal Florida Police Benevolent Association Lieutenants (PBALT) for the period October 1, 2024 through September 30, 2026; and

WHEREAS, the City of Port Orange, Florida has entered into a collective bargaining agreement with the Port Orange Police Association , I.U.P.A. Local 6051 (Police Officers and Sergeants) for the period October 1, 2023, through September 30, 2026; and

WHEREAS, the collective bargaining agreements for PBALT and IUPA contain changes to retirement benefits under the City of Port Orange Police Pension Fund; and

WHEREAS, in order to implement the changes to the Police Pension Fund contained in the collective bargaining agreements, an amendment to Chapter 54 of the City Code is necessary; and

WHEREAS, the City has obtained an actuarial impact statement concerning the retirement plan changes in accordance with Article X, Section 14 of the Florida Constitution and Section 112.63, Florida Statutes; and

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

SECTION 1: Section 54-130, Benefit level, of the Port Orange Police Pension

Fund is hereby amended as follows:

Sec. 54-130. Benefit level.

(a) *Calculation of benefit amount.*

- (1) For participants retiring on or after the effective date of the ordinance from which this article is derived, a participant's normal monthly benefit level shall be the product of the vesting credits earned multiplied by three percent of average final compensation, plus the applicable amount as follows:
 - a. Two hundred dollars per month if the participant retires with ten vesting credits, provided that participants retiring on or after October 1, 2002 must have 20 vesting credits to receive this benefit, except that any participant in the employment of the city on October 1, 2002 who had attained age 50 and had at least ten vesting credits on that date shall upon retirement be granted this benefit.
 - b. An additional \$20.00 per month for each vesting credit earned by the participant in addition to ten vesting credits, up to a maximum additional amount of \$400.00 per month, provided that participants retiring on or after October 1, 2002 must have twenty vesting credits to receive this benefit, except that any participant in the employment of the city on October 1, 2002 who had attained age 50 and had at least ten vesting credits on that date shall upon retirement be granted this benefit.
 - c. The maximum total benefit amount provided under subsections (a) and (b) of this subsection shall not exceed \$600.00 per month.
 - d. Notwithstanding the provisions of subparagraphs a. and b. above, participants who are employed and not participating in the DROP on January 31, 2011, must attain 25 vesting credits to be eligible for the benefits provided in subparagraphs a. and b. above. Notwithstanding the preceding sentence, participants who were employed and not participating in the DROP on January 31, 2011 and retire or enter the DROP after [effective date of this ordinance],

must attain 20 vesting credits to be eligible for the benefits provided in subparagraphs a. and b. above.

- e. Notwithstanding the provisions of subparagraphs a. and b. above, participants who are hired after January 31, 2011, and earn at least ten vesting credits shall, upon retirement, be eligible for an additional benefit equal to \$100.00 per month; and an additional benefit of \$10.00 per month for each vesting credit earned by the participant in excess of ten vesting credits, up to a maximum of \$100.00; subject to a total maximum additional benefit amount of \$200.00 per month.
- (2) For participants retiring before October 1, 1993, the monthly benefit level shall be the product of the vesting credits earned multiplied by two percent of average final compensation, plus the applicable amounts provided in subparagraphs (a), (b) and (c) of paragraph (1), above, plus a cost-of-living adjustment which shall commence on January 1, 1994. Effective January 1, 1994, the pension benefit payable to any participant who retired prior to October 1, 1993, shall be increased by the percentage by which the Consumer Price Index (urban wage earner as calculated by the United States Department of Labor) increased between July of the immediately preceding year as compared to July of the prior year. These cost-of-living adjustments shall be made annually until the participant's benefit level reaches the amount provided in subsection (a) (1), above, at which time such cost-of-living adjustments shall cease, except as provided in paragraph (4) below. In no event shall the pension benefit payable to participants who retired before October 1, 1993, exceed the benefit level that is the product of the vesting credits earned by such participants multiplied by three percent of average final compensation, plus the applicable cost of living adjustment provided in paragraph (4), below, plus the applicable amounts provided in subparagraphs (a), (b) and (c) of paragraph (1), above.
 - (3) The actual benefit amount is determined by making the adjustment, if any, for early retirement and for the form of benefit which the participant selects in accordance with this pension plan.
 - (4) Notwithstanding paragraph (2) of this subsection, effective October 1, 2001, all then current and future retirees who retire before October 1, 2002, including disability retirees, shall be granted a cost-of-living adjustment annually, equal to one percent of their then-current annuity amount, commencing on the January 1 following the first anniversary of the retiree's annuity commencement. For a DROP

retiree, the increase shall be granted commencing on the January 1 following the first anniversary of the annuity commencement that begins at the end of the DROP period. Effective October 1, 2002, all current and future participants retiring on or before January 31, 2011, who have attained 20 vesting credits shall be annually granted a cost-of-living (COLA) increase of three percent of their then-current annuity amount, except that any participant in the employment of the city on October 1, 2002 who had attained age 50 and had at least ten vesting credits on that date shall upon retirement be granted such annual three percent COLA commencing:

- a. Upon the 61st month following commencement of DROP participation or receipt of pension benefits for participants who retired or entered the DROP upon or after attaining age 45 and earning 25 vesting credits or upon after attaining age 50 and earning 20 vesting credits;
 - b. Upon the later of the 61st month following commencement of DROP participation or receipt of pension benefits or the first day of the month after or upon which the participant attains age 59 for participants who retired upon or after attaining age 48 and earning 20 vesting credits, except employees hired on or after January 1, 2003, shall not be eligible for these increases;
 - c. On the first day of the month after or upon which the participant attains age 59 for participants who separated from city employment after earning 20 vesting credits but before being eligible to receive pension benefits; except employees hired on or after January 1, 2003, shall not be eligible for these increases;
 - d. Upon the 61st month following the commencement of disability benefits. The one percent annual cost-of-living adjustment shall not be paid to participants who retire on or after October 1, 2002, or to any participant eligible to receive a three-percent cost-of-living increase.
- (5) Notwithstanding the provisions of paragraph (4) above, participants who are employed and not participating in the DROP on January 31, 2011, must attain 25 vesting credits to be eligible for a cost-of-living (COLA) increase. The annual COLA for such participants shall be equal to three percent of their then current annuity amount, and shall commence on the first day of the month after the participant attains age 59.
 - (6) Notwithstanding the provisions of paragraph (4) above, participants hired after January 31, 2011, who separated from service before

[effective date of this ordinance], shall not be eligible for a cost-of-living adjustment.

- (7) Notwithstanding anything herein to the contrary, participants who are employed and not participating in the DROP on [effective date of this ordinance] and participants hired thereafter, who separate from city employment after earning 20 vesting credits, shall, upon retirement, be eligible for a cost-of-living (COLA) equal to three percent of their then current annuity amount, which shall commence on the first day of the month after the participant attains age 59.
- (8) For participants who are employed and not participating in the DROP on January 31, 2011, and for participants hired after that date, the maximum total benefit amount provided under section 54-130 shall not exceed \$95,000.00, inclusive of any cost of living adjustments to which the member may be entitled. Effective [effective date of this ordinance], for participants employed and not participating in the DROP on January 31, 2011, who retire or enter the DROP after [effective date of this ordinance], additional benefit amounts provided for under sub-paragraphs (1)b. through d. of this subsection 54-130 (a) shall not be included in a participant's benefit for purposes of determining compliance with the maximum total benefit provided for herein.

SECTION 2. Specific authority is hereby granted to codify and incorporate this ordinance in the existing Code of Ordinances of the City of Port Orange.

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

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

SECTION 5. 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 _____, 2024.

Passed and adopted on second and final reading on the ____ day of _____, 2024.

Reviewed and Approved:

Matthew J. Jones, City Attorney



September 26, 2024

Karan Rounsavall
Pension Administrator
City of Port Orange Police Officers' Pension Fund
3695 Indian River Drive
Cocoa FL 32926

Re: Estimated Impact of Proposed Ordinance

Dear Karan:

This letter is being written to provide an impact statement regarding the attached proposed ordinance which modifies the City of Port Orange Police Officers' Pension Fund (the Plan).

Summary of Changes

See the attached Exhibit A providing a side-by-side summary of Plan provisions. The proposed ordinance contains the following changes. For purposes of this summary, note that members hired on or before 1/31/2011 are commonly referred to as "Tier 1" and members hired after 1/31/2011 are commonly referred to as "Tier 2."

Tier 1 Supplemental Benefit: The monthly benefit described as (a) \$200 plus (b) \$20 x Service over 10 years (Maximum \$400) is commonly referred to as the "Supplemental Benefit." Whereas before the proposed ordinance amendment the Tier 1 Supplemental Benefit was payable if 25 years of service are earned during employment, subsection 54-130(a)(1)d.) improves eligibility to 20 years.

3% Cost-of-Living Adjustment (COLA) at Age 59: Before the proposed ordinance, only Tier 1 members receive a 3% annual COLA payable commencing at age 59 if 25 years of service are earned during employment. Subsection 54-130(a)(6) is modified to (a) continue to provide that Tier 2 members who terminate before passage of the proposed ordinance are not eligible for a COLA, but that (b) all Tier 1 and Tier 2 members who are employed and not participating in the DROP on the date the proposed ordinance passes are eligible for a 3% annual COLA commencing at age 59 if 20 years of service are earned during employment.

\$95,000 Annual Maximum: Before the proposed ordinance, benefits payable under the Plan could not exceed \$95,000 annually. With the proposed ordinance, the Tier 1 Supplemental Benefit is not taken into account when determining if benefits are subject to the \$95,000 maximum. Note that whereas subsection 54-130(a)(8) states the benefits described in 54-130(a)(1)b.-d. shall not be included in the participant's benefit for purposes of determining compliance with the maximum total benefit, we understand this to be a scrivener's error and that the italicized wording should be revised to 54-130(a)(1)a.-d. because according to the collective bargaining agreement the entire Tier 1 Supplemental Benefit is exempted. For this statement the entire Tier 1 Supplemental Benefit is not taken into account when determining if benefits are subject to the \$95,000 maximum.

Actuarial Impact

The estimated impact has been determined based on the data, assumptions and methods shown in the October 1, 2023 actuarial valuation of the Plan dated August 18, 2024 (revised from February 26, 2024), except as follows.

We calculated the liability using three different sets of retirement decrements and used the value which resulted in the largest accrued liability for each member. The three sets of retirement decrements are (1) the valuation Tier One retirement assumptions, (2) the Tier One valuation retirement assumptions revised to assume 100% retirement at 20 years of service regardless of age, and (3) the valuation Tier Two retirement assumptions to include eligibility at age 48 with 10 years of service.

We understand that the proposed ordinance will not be adopted until after September 30, 2024. As such, the October 1, 2023 actuarial valuation of the Plan dated August 18, 2024 (revised from February 26, 2024), shows the Minimum Required Contribution for the fiscal year ending September 30, 2025.

If the proposed ordinance is adopted during the year ending September 30, 2025, funding for these benefit improvements must begin no later than October 1, 2025 for the fiscal year ending September 30, 2026 as shown in the actuarial valuation as of October 1, 2024, which is yet to be completed. This impact statement will provide the best estimate of the proposed changes until that valuation is produced.

The impact of a benefit change can be looked at from several different perspectives. We can look at the change in the present value of projected benefits, the change in the normal cost, the change in the accrued liability, the change in the funded percentage, or the change in annual contributions.

- The Present Value of Benefits (PVB) is the present value, as of the valuation date, of all benefits that will become payable by the Plan for the current group of members in the census. The change in the PVB due to the proposed provisions is shown in Exhibit B.
- The Accrued Liability (AL) is the portion of the PVB attributable to the past at the valuation date. For active members, AL is the annual Normal Cost (NC) accumulated from date of entry to the valuation date for each Member. For retired and terminated members, the PVB and the AL are equal. The AL is the estimated liability at the valuation date. The Unfunded Accrued Liability (UAL) represents any excess of the Accrued Liability over the fund assets. A negative UAL indicates fund assets are greater than the Accrued Liability, otherwise known as a surplus. The Funded Percentage is a ratio of the fund assets divided by the Accrued Liability. The change in the UAL and Funded Percentage due to the proposed provisions is shown in Exhibit C.
- Normal Cost is the value of the portion of the total benefit for active members which accrues in the year following the valuation date. Under the Entry Age Normal (Level Percent of Salary) funding method, the NC is a constant fraction of salary from the member's date of entry into the Plan to the member's assumed date of termination, retirement, disability or death. The change in the NC due to the proposed provisions is shown in Exhibit D.
- The Minimum Required Contribution shown in Exhibit E determines the impact of the proposed provisions on the minimum contribution for the fiscal year ending September 30, 2025. The actual contribution payable for the fiscal year ending September 30, 2025 is as shown in the October 1, 2023 actuarial valuation unless the ordinance is adopted before September 30, 2024. Should the ordinance be adopted before September 30, 2024, this impact statement overrides the minimum required contribution shown in the October 1, 2023 actuarial valuation.

Note: The impact provided is an estimate for the funding of the Plan. Accounting impacts will be different as plan changes are fully recognized in a single year's expense for accounting purposes.

Required Disclosures

- The purpose of this impact statement is to estimate the value of benefits for the proposed changes. No third-party recipient of this work product should rely upon this work for any purpose other than as stated. Such recipients should engage qualified professionals for advice appropriate to their own specific needs. The consultants who worked on this assignment are pension actuaries. Our advice is not intended to be a substitute for qualified legal, tax or accounting counsel.
- Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that

- anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law.
- In preparing our report we relied, without audit, on information (some oral and some written) supplied by the City and the Administrator. This information includes, but is not limited to, statutory provisions, employee census, and financial information. In our examination of these data, we have found them to be reasonably consistent and comparable with data used for other purposes. Since the valuation results are dependent on the integrity of the data supplied, the results can be expected to differ if the underlying data is incomplete or missing. It should be noted that if any data or other information is inaccurate or incomplete, our calculations may need to be revised.
 - We understand that the ASOP 51 disclosures in the actuarial valuation report provide sufficient risk assessment and are not being modified as part of this study.
 - In producing our work product, we rely on various models, internal and external, which were used for their intended purposes. Underlying data, assumptions, methodologies, model inputs and resulting outputs have been reviewed.
 - The signing actuaries are independent of the plan sponsor. We are not aware of any relationship that would impair the objectivity of our work.
 - On the basis of the foregoing, we hereby certify that, to the best of our knowledge and belief, this report is complete and accurate and has been prepared in accordance with generally recognized and accepted actuarial principles and practices which are consistent with Actuarial Standards of Practice, the Code of Professional Conduct and Qualification Standards for Public Statements of Actuarial Opinion of the American Academy of Actuaries. We meet the Qualification Standards under the American Academy of Actuaries to render the actuarial opinion contained.

Please let us know if you have any questions or need additional information.

Sincerely,



Chad M. Little, ASA, EA
Partner, Consulting Actuary
Enrollment Number 23-6619



Paula C. Freiman, ASA, EA
Partner, Consulting Actuary
Enrollment Number 23-5796

Compare Current Plan to DRAFT Ordinance

	Current Plan Before Changes		Draft Ord No. 2024-XX	
	Tier 1 (Hire<1/31/11)	Tier 2 (Hire>1/31/11)	Tier 1 (Hire<1/31/11)	Tier 2 (Hire>1/31/11)
Employee Contributions:	7.5%	8.0%	7.5%	8.0%
Average Final Compensation (AFC):	3-Year Average	3-Year Average	3-Year Average	3-Year Average
Normal Retirement Date (NRD):	48/10 or 0/20	48/10 or 0/20	48/10 or 0/20	48/10 or 0/20
Multiplier:	3.00%	3.00%	3.00%	3.00%
Normal Retirement Benefit:	3.00% x AFC x Service PLUS If work 25+ Years, lesser of \$600 and (\$200 plus \$20 x Service Over 10 Years)	3.00% x AFC x Service PLUS lesser of \$200 and (\$100 plus \$10 x Service Over 10 Years)	3.00% x AFC x Service PLUS If work 20+ Years, lesser of \$600 and (\$200 plus \$20 x Service Over 10 Years)	3.00% x AFC x Service PLUS lesser of \$200 and (\$100 plus \$10 x Service Over 10 Years)
Early Retirement Date:	45/10	45/10	45/10	45/10
Early Retirement Benefit:	3% per year reduction from NRD	3% per year reduction from NRD	3% per year reduction from NRD	3% per year reduction from NRD
COLA:	If work 25+ Years, 3% annual COLA commencing age 59	None	If work 20+ Years, 3% annual COLA commencing age 59	If work 20+ Years, 3% annual COLA commencing age 59
Annual Benefit Cap:	\$95,000	\$95,000	\$95,000 Except Supplement does not count toward \$95,000 annual maximum, including COLA on that amount	\$95,000
DROP:	Eligible at NRD, monthly benefit accumulates at fund's net assumed return for 60 months	Eligible at NRD, monthly benefit accumulates at fund's net assumed return for 60 months	Eligible at NRD, monthly benefit accumulates at fund's net assumed return for 60 months	Eligible at NRD, monthly benefit accumulates at fund's net assumed return for 60 months

CITY OF PORT ORANGE POLICE PENSION FUND

EXHIBIT B

Tier 1 Supplement, Tier 1 and 2 COLA at 20 Years
Tier 1 Supplement Does Not Count Toward 95,000 Annual Maximum

Present Value of Benefits

Valuation as of October 1,	After Ord. No. 2024-10 2023	September 2024 - Tier 1 Supp and Tier 1&2 COLA at 20, Tier 1 Supp Not Toward Max 2023
1. Active Members		
a. Retirement Benefits	\$33,676,890	\$35,807,670
b. Deferred Benefits	1,427,828	1,423,907
c. Survivor Benefits	418,959	388,105
d. Disability Retirement	<u>412,075</u>	<u>369,921</u>
e. Total	\$35,935,752	\$37,989,603
2. Inactive Members		
a. Retirement and DROP	\$35,981,115	\$35,981,115
b. Terminated Vested	380,057	380,057
c. Beneficiaries	1,228,949	1,228,949
d. Disability Retirement	<u>3,978,699</u>	<u>3,978,699</u>
e. Total	\$41,568,820	\$41,568,820
3. Present Value of Benefits (PVB)	<u>\$77,504,572</u>	<u>\$79,558,423</u>
4. Change in PVB		\$2,053,851

CITY OF PORT ORANGE POLICE PENSION FUND

EXHIBIT C

Tier 1 Supplement, Tier 1 and 2 COLA at 20 Years
Tier 1 Supplement Does Not Count Toward 95,000 Annual Maximum

Accrued Liability and Funded Percentage

Valuation as of October 1,	After Ord. No. 2024-10 2023	September 2024 - Tier 1 Supp and Tier 1&2 COLA at 20, Tier 1 Supp Not Toward Max 2023
1. Active Members		
a. Retirement Benefits	\$25,323,589	\$27,933,159
b. Deferred Benefits	307,958	355,946
c. Survivor Benefits	51,387	47,109
d. Disability Retirement	<u>87,919</u>	<u>73,316</u>
e. Total	\$25,770,853	\$28,409,530
2. Inactive Members		
a. Retirement and DROP	\$35,981,115	\$35,981,115
b. Terminated Vested	380,057	380,057
c. Beneficiaries	1,228,949	1,228,949
d. Disability Retirement	<u>3,978,699</u>	<u>3,978,699</u>
e. Total	\$41,568,820	\$41,568,820
3. Accrued Liability (AL)	<u>\$67,339,673</u>	<u>\$69,978,350</u>
4. Actuarial Value of Assets	\$58,040,818	\$58,040,818
5. Unfunded Accrued Liability	\$9,298,855	\$11,937,532
6. Funded Percentage	86.19 %	82.94 %
7. Change in AL		\$2,638,677
8. Change in Funded Percentage		(3.25)%

CITY OF PORT ORANGE POLICE PENSION FUND

EXHIBIT D

Tier 1 Supplement, Tier 1 and 2 COLA at 20 Years
Tier 1 Supplement Does Not Count Toward 95,000 Annual Maximum

Normal Cost

Valuation as of October 1,		After Ord. No. 2024-10 2023	September 2024 Tier 1 Supp and Tier 1&2 COLA at 20, Tier 1 Supp Not Toward Max 2023
1. Preliminary Normal Cost			
a. Retirement Benefits		\$1,092,547	\$1,100,020
b. Deferred Benefits		133,679	133,241
c. Survivor Benefits		49,770	47,945
d. Disability Retirement		<u>42,781</u>	<u>40,723</u>
e. Total		\$1,318,777	\$1,321,929
2. Total Normal Cost			
a. Preliminary Normal Cost		\$1,318,777	\$1,321,929
b. Estimated Administrative Expense		<u>180,825</u>	<u>180,825</u>
c. Total Normal Cost		\$1,499,602	\$1,502,754
d. Total Normal Cost as a % of Pay		31.63 %	32.83 %
3. Valuation Payroll		\$4,741,741	\$4,577,559
4. Change in Total Normal Cost			\$3,152
5. Change in Total Normal Cost as a % of Pay			1.20 %

CITY OF PORT ORANGE POLICE PENSION FUND

EXHIBIT E

Tier 1 Supplement, Tier 1 and 2 COLA at 20 Years
Tier 1 Supplement Does Not Count Toward 95,000 Annual Maximum

Minimum Required Contribution

Valuation as of October 1, Required Contribution for FYE September 30,	After Ord. No. 2024-10 2023 2025	September 2024 - Tier 1 Supp and Tier 1&2 COLA at 20, Tier 1 Supp Not Toward Max 2023 2025
1. Normal Cost	\$1,499,602	\$1,502,754
2. Amortization of Unfunded Actuarial Liability	<u>959,127</u>	<u>1,150,403</u>
3. Minimum Required Contribution at Valuation Date [1. + 2.]	\$2,458,729	\$2,653,157
4. Minimum Required Contribution Projected to Beginning of Budget Year	\$2,627,152	\$2,834,898
5. Interest for Periodic Payments	<u>109,972</u>	<u>117,088</u>
6. Minimum Required Contribution Adjusted for Periodic Payments [4. + 5.]	\$2,737,124	\$2,951,986
7. Expected Employee Contributions	\$376,350	\$363,913
8. Expected State Contribution	583,717	583,717
9. Estimated City Contribution	<u>1,777,057</u>	<u>2,004,356</u>
10. Minimum Required Contribution for Funding Year	\$2,737,124	\$2,951,986
11. City Plus State Contribution	\$2,360,774	\$2,588,073
12. Expected Employee Contribution Rate	7.86%	7.87%
13. Expected State Contribution Rate	12.19%	12.63%
14. Estimated City Contribution Rate	<u>37.10%</u>	<u>43.35%</u>
15. Minimum Required Contribution Rate	57.15%	63.85%
16. City Plus State Contribution Rate	49.29%	55.98%
17. Payroll		
a. Valuation Payroll	\$4,741,741	\$4,577,559
b. Projected Valuation Payroll	\$4,789,158	\$4,623,335
c. Hired < January 31, 2011	1,356,540	1,190,717
d. Hired > January 31, 2011	3,432,618	3,432,618
18. Assumptions		
a. Net Assumed Investment Return	6.85%	6.85%
b. Contribution Projected to Next FY	6.85%	6.85%
c. Total Payroll Inflation	1.00%	1.00%
d. Payroll Inflation for Amortization of UAL	1.00%	1.00%
19. Increase in Estimated City Contribution		\$227,299
20. Increase in Estimated City Contribution Rate		6.25 %

ORDINANCE NO. 2024-____

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE V, POLICE PENSION FUND, AMENDING SECTION 54-130, BENEFIT LEVEL, AMENDING SUPPLEMENTAL BENEFIT AND COST OF LIVING ADJUSTMENT ELIGIBILITY FOR CERTAIN MEMBERS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange, Florida has entered into a collective bargaining agreement with the Coastal Florida Police Benevolent Association Lieutenants (PBALT) for the period October 1, 2024 through September 30, 2026; and

WHEREAS, the City of Port Orange, Florida has entered into a collective bargaining agreement with the Port Orange Police Association , I.U.P.A. Local 6051 (Police Officers and Sergeants) for the period October 1, 2023, through September 30, 2026; and

WHEREAS, the collective bargaining agreements for PBALT and IUPA contain changes to retirement benefits under the City of Port Orange Police Pension Fund; and

WHEREAS, in order to implement the changes to the Police Pension Fund contained in the collective bargaining agreements, an amendment to Chapter 54 of the City Code is necessary; and

WHEREAS, the City has obtained an actuarial impact statement concerning the retirement plan changes in accordance with Article X, Section 14 of the Florida Constitution and Section 112.63, Florida Statutes; and

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

SECTION 1: Section 54-130, Benefit level, of the Port Orange Police Pension

Fund is hereby amended as follows:

Sec. 54-130. Benefit level.

(a) *Calculation of benefit amount.*

- (1) For participants retiring on or after the effective date of the ordinance from which this article is derived, a participant's normal monthly benefit level shall be the product of the vesting credits earned multiplied by three percent of average final compensation, plus the applicable amount as follows:
 - a. Two hundred dollars per month if the participant retires with ten vesting credits, provided that participants retiring on or after October 1, 2002 must have 20 vesting credits to receive this benefit, except that any participant in the employment of the city on October 1, 2002 who had attained age 50 and had at least ten vesting credits on that date shall upon retirement be granted this benefit.
 - b. An additional \$20.00 per month for each vesting credit earned by the participant in addition to ten vesting credits, up to a maximum additional amount of \$400.00 per month, provided that participants retiring on or after October 1, 2002 must have twenty vesting credits to receive this benefit, except that any participant in the employment of the city on October 1, 2002 who had attained age 50 and had at least ten vesting credits on that date shall upon retirement be granted this benefit.
 - c. The maximum total benefit amount provided under subsections (a) and (b) of this subsection shall not exceed \$600.00 per month.
 - d. Notwithstanding the provisions of subparagraphs a. and b. above, participants who are employed and not participating in the DROP on January 31, 2011, must attain 25 vesting credits to be eligible for the benefits provided in subparagraphs a. and b. above. Notwithstanding the preceding sentence, participants who were employed and not participating in the DROP on January 31, 2011 and retire or enter the DROP after [effective date of this ordinance],

must attain 20 vesting credits to be eligible for the benefits provided in subparagraphs a. and b. above.

- e. Notwithstanding the provisions of subparagraphs a. and b. above, participants who are hired after January 31, 2011, and earn at least ten vesting credits shall, upon retirement, be eligible for an additional benefit equal to \$100.00 per month; and an additional benefit of \$10.00 per month for each vesting credit earned by the participant in excess of ten vesting credits, up to a maximum of \$100.00; subject to a total maximum additional benefit amount of \$200.00 per month.
- (2) For participants retiring before October 1, 1993, the monthly benefit level shall be the product of the vesting credits earned multiplied by two percent of average final compensation, plus the applicable amounts provided in subparagraphs (a), (b) and (c) of paragraph (1), above, plus a cost-of-living adjustment which shall commence on January 1, 1994. Effective January 1, 1994, the pension benefit payable to any participant who retired prior to October 1, 1993, shall be increased by the percentage by which the Consumer Price Index (urban wage earner as calculated by the United States Department of Labor) increased between July of the immediately preceding year as compared to July of the prior year. These cost-of-living adjustments shall be made annually until the participant's benefit level reaches the amount provided in subsection (a) (1), above, at which time such cost-of-living adjustments shall cease, except as provided in paragraph (4) below. In no event shall the pension benefit payable to participants who retired before October 1, 1993, exceed the benefit level that is the product of the vesting credits earned by such participants multiplied by three percent of average final compensation, plus the applicable cost of living adjustment provided in paragraph (4), below, plus the applicable amounts provided in subparagraphs (a), (b) and (c) of paragraph (1), above.
 - (3) The actual benefit amount is determined by making the adjustment, if any, for early retirement and for the form of benefit which the participant selects in accordance with this pension plan.
 - (4) Notwithstanding paragraph (2) of this subsection, effective October 1, 2001, all then current and future retirees who retire before October 1, 2002, including disability retirees, shall be granted a cost-of-living adjustment annually, equal to one percent of their then-current annuity amount, commencing on the January 1 following the first anniversary of the retiree's annuity commencement. For a DROP

retiree, the increase shall be granted commencing on the January 1 following the first anniversary of the annuity commencement that begins at the end of the DROP period. Effective October 1, 2002, all current and future participants retiring on or before January 31, 2011, who have attained 20 vesting credits shall be annually granted a cost-of-living (COLA) increase of three percent of their then-current annuity amount, except that any participant in the employment of the city on October 1, 2002 who had attained age 50 and had at least ten vesting credits on that date shall upon retirement be granted such annual three percent COLA commencing:

- a. Upon the 61st month following commencement of DROP participation or receipt of pension benefits for participants who retired or entered the DROP upon or after attaining age 45 and earning 25 vesting credits or upon after attaining age 50 and earning 20 vesting credits;
 - b. Upon the later of the 61st month following commencement of DROP participation or receipt of pension benefits or the first day of the month after or upon which the participant attains age 59 for participants who retired upon or after attaining age 48 and earning 20 vesting credits, except employees hired on or after January 1, 2003, shall not be eligible for these increases;
 - c. On the first day of the month after or upon which the participant attains age 59 for participants who separated from city employment after earning 20 vesting credits but before being eligible to receive pension benefits; except employees hired on or after January 1, 2003, shall not be eligible for these increases;
 - d. Upon the 61st month following the commencement of disability benefits. The one percent annual cost-of-living adjustment shall not be paid to participants who retire on or after October 1, 2002, or to any participant eligible to receive a three-percent cost-of-living increase.
- (5) Notwithstanding the provisions of paragraph (4) above, participants who are employed and not participating in the DROP on January 31, 2011, must attain 25 vesting credits to be eligible for a cost-of-living (COLA) increase. The annual COLA for such participants shall be equal to three percent of their then current annuity amount, and shall commence on the first day of the month after the participant attains age 59.
 - (6) Notwithstanding the provisions of paragraph (4) above, participants hired after January 31, 2011, who separated from service before

[effective date of this ordinance], shall not be eligible for a cost-of-living adjustment.

- (7) Notwithstanding anything herein to the contrary, participants who are employed and not participating in the DROP on [effective date of this ordinance] and participants hired thereafter, who separate from city employment after earning 20 vesting credits, shall, upon retirement, be eligible for a cost-of-living (COLA) equal to three percent of their then current annuity amount, which shall commence on the first day of the month after the participant attains age 59.
- (8) For participants who are employed and not participating in the DROP on January 31, 2011, and for participants hired after that date, the maximum total benefit amount provided under section 54-130 shall not exceed \$95,000.00, inclusive of any cost of living adjustments to which the member may be entitled. Effective [effective date of this ordinance], for participants employed and not participating in the DROP on January 31, 2011, who retire or enter the DROP after [effective date of this ordinance], additional benefit amounts provided for under sub-paragraphs (1)b. through d. of this subsection 54-130 (a) shall not be included in a participant's benefit for purposes of determining compliance with the maximum total benefit provided for herein.

SECTION 2. Specific authority is hereby granted to codify and incorporate this ordinance in the existing Code of Ordinances of the City of Port Orange.

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

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

SECTION 5. 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 _____, 2024.

Passed and adopted on second and final reading on the ____ day of _____, 2024.

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. 2024-21 - Amending Ch. 54, Sec. 54-130 Calculation of benefit amount

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):

This implements changes to the Police Pension Fund contained in the collective bargaining agreement for IUPA and PBALT, and amendments to Chapter 54 of the City Code is necessary to implement the agreed upon changes.

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:

There are no direct compliance costs anticipated.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

None.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No impact on businesses anticipated.

4. Additional information the governing body deems useful² (if any):

This ordinance formally amends the Port Orange Police Pension Fund ("Pension Fund") and is necessary to implement agreed upon changes to the pension plan pursuant to collective bargaining agreements with IUPA and PBALT. The changes allow the City to continue to recruit and retain quality law enforcement personnel to bolster public safety.

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 10/15/2024

SUBJECT: (I21) First Reading - Ordinance No. 2024-22 - Amendment to Chapter 54, Article IV, Fire & Rescue Pension Fund of the Code of Ordinances

DEPARTMENT: Finance

GOAL: 1 - Public Safety
6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve first reading of Ordinance No. 2024-22 amending the Fire and Rescue Pension Fund.

SUMMARY: On September 17, 2024, the City Council approved the Memorandum of Understanding (MOU) with the International Association of Firefighters (IAFF) Collective Bargaining Agreement (CBA) which included amendments to the retirement plan articles. The Plan Actuary, Foster & Foster, completed an updated actuarial impact statement. This ordinance is required to implement the pension changes negotiated by the fire union.

The changes are as follows:

1. Section 54-77 - Definitions. Amends the definition of salary to include overtime payments of up to 300 hours per year.
2. Section 54-82 - Retirement benefit amounts and eligibility. Amends language that clarifies the normal retirement age shall be 52 years of age and ten years of credited service or 25 years of credited service, regardless of age.

Preliminary estimates for fiscal year 2024–2025 show that this amendment will cost the city \$298,368 in additional required contributions to the fire pension fund as part of the October 1, 2023, valuation for contributions through September 30, 2025. Funds to cover the additional contribution are included in the approved FY2024-2025 adopted budget.

PRESENTER: John McKinney

ATTACHMENTS:

1 Port Orange Fire Plan Ord implementing Art 12 rev10.11.24MJ	Port Orange Fire Plan Ord implementing Art 12 rev10.11.24MJ.pdf
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2	Port_Orange_Fire_October_2024_Actuarial_Impact_Statement	Port_Orange_Fire_October_2024_Actuarial_Impact_Statement.pdf
3	BIE - Ord. No. 2024-22 Fire Pension Changes	BIE - Ord. No. 2024-22 Fire Pension Changes.pdf

John McKinney	Created/Initiated - 10/2/2024
John McKinney	Approved - 10/2/2024
Matthew Jones	Approved - 10/11/2024
Wayne Clark	Final Approval - 10/11/2024

ORDINANCE NO. 2024-22

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE IV, FIRE AND RESCUE PENSION FUND, AMENDING SECTION 54-77, DEFINITIONS, AMENDING THE DEFINITION OF SALARY; AMENDING SECTION 54-82, RETIREMENT BENEFIT AMOUNTS AND ELIGIBILITY, AMENDING THE NORMAL RETIREMENT DATE FOR CERTAIN MEMBERS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange, Florida has entered into a collective bargaining agreement with the International Association of Firefighters (IAFF) for the period October 1, 2023 through September 30, 2025; and

WHEREAS, the collective bargaining agreement for IAFF contain changes to retirement benefits under the City of Port Orange Fire and Rescue Pension Fund; and

WHEREAS, in order to implement the changes to the Fire and Rescue Pension Fund contained in the collective bargaining agreements, an amendment to Chapter 54 of the City Code is necessary; and

WHEREAS, the City has obtained an actuarial impact statement concerning the retirement plan changes in accordance with Article X, Section 14 of the Florida Constitution and Section 112.63, Florida Statutes; and

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

SECTION 1: Section 54-77, Definitions, of the Port Orange Fire and Rescue Pension Fund is hereby amended as follows:

Sec. 54-77. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings indicated to them in this section, except where the context clearly indicates a different meaning:

* * *

Salary means the member's fixed compensation (base pay) for services rendered to the city as a firefighter, plus all tax-deferred, tax-sheltered and tax-exempt items of income derived from elective employee payroll deductions or salary reductions. Base pay excludes overtime, education pay, specialty and incentive pay, lump sum payments of annual leave, sick leave, and compensation leave, and all other nonregular compensation. Notwithstanding the preceding sentence, effective July 1, 2021, salary shall include specialty and incentive pay. Notwithstanding anything herein to the contrary, for service earned on or after [effective date of this ordinance] salary shall include overtime payments up to 300 hours per year. Compensation in excess of the limitations set forth in section 401(a)(17) of the Code, ~~as~~ As of the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year may not exceed the dollar limit imposed under IRC Section 401(a)(17) or use more than this amount in applying certain nondiscrimination rules. Compensation means compensation during the fiscal year. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an eligible employee shall not be less than the amount which was allowed to be taken into account in effect on July 1, 1993. Eligible employee means an individual who was a member before the first plan year beginning after December 31, 1995.

* * *

SECTION 2. Section 54-82, Retirement benefit amounts and eligibility, of the Port Orange Fire and Rescue Pension Fund is hereby amended as follows:

Sec. 54-82. Retirement benefit amounts and eligibility

- (a) *Normal retirement date.* A member's normal retirement date shall be the first day of the month coincident with or next following the earlier of the attainment of age 55 and the completion of ten years of credited service or upon the completion of 25 years of credited service and attainment of age 52. A member may retire on his normal retirement date or on the first day of any month thereafter, and each member shall become 100 percent vested in his accrued benefit on the member's normal retirement date. Normal retirement under the system is retirement from employment with the city on or after the normal retirement date. Notwithstanding any other provision of this subsection (a), a member who is employed and not participating in the DROP on September 25, 2012, may retire upon attainment of age 50 and the completion of ten years of credited service or upon the completion of 20 years of credited service regardless of age, and upon such retirement shall be eligible to receive the benefit accrued as of September 25, 2012; and such member shall be eligible to receive the benefit based on credited service after the effective date of this section upon attainment of age 55 and the completion of ten years of credited service or upon the completion of 25 years of credited service and attainment of age 52. Notwithstanding any other provision of this subsection (a), a member with ten or more years of credited service on January 1, 2013, may retire upon attainment of age 48 and completion of 25 years of credited service, and upon such retirement shall be eligible for the normal retirement benefit provided in subsection (b) below. Notwithstanding any other provision of this subsection (a), members who are employed and not participating in the DROP on [effective date of this ordinance] and members hired thereafter, may retire upon attainment of age 52 and the completion of ten years of credited service or upon the completion of 25 years of credited service regardless of age, and upon such retirement shall be eligible for the normal retirement benefit provided in subsection (b) below.

* * *

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. 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 _____, 2024.

Passed and adopted on second and final reading on the _____ day of _____, 2024.

Reviewed and Approved:

Matthew J. Jones, City Attorney

October 2, 2024

Board of Trustees
City of Port Orange
Firefighters' Pension Board

Re: City of Port Orange Fire and Rescue Pension Fund

Dear Board:

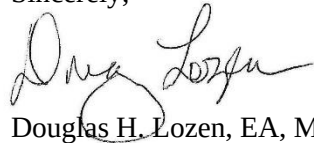
Enclosed is the following material, which has been prepared in support of the proposed changes to the Fund:

1. Three (3) copies of the required Actuarial Impact Statement, which outlines the costs associated with implementing the changes.
2. Draft of transmittal letters to the Bureau of Local Retirement Systems and the Bureau of Police Officers' and Firefighters' Retirement Trust Funds.

It will be necessary for the Chairman to sign each copy of the Actuarial Impact Statement as the Plan Administrator and forward the Impact Statement, along with a copy of the proposed Ordinance, to the two Bureaus prior to final reading.

If you have any questions concerning the enclosed material, please let us know.

Sincerely,



Douglas H. Lozen, EA, MAAA
DHL/lke

Enclosures

Mr. Steve Bardin
Police Officers' and Firefighters' Retirement Trust Funds
Department of Management Services, Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Bardin:

The City of Port Orange is considering the implementation of amended retirement benefits for its Firefighters. The changes are described in the enclosed material.

Pursuant to the provisions of Chapter 175, we are enclosing the required Actuarial Impact Statement along with a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Brinkman:

The City of Port Orange is considering the implementation of amended retirement benefits for its Firefighters. The changes are described in the enclosed material.

Pursuant to Section 22d-1.04 of the Agency Rules, we are enclosing the required Actuarial Impact Statement (AIS) and a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

CITY OF PORT ORANGE
FIRE AND RESCUE PENSION FUND

ACTUARIAL IMPACT STATEMENT

October 2, 2024
(Page 1)

Attached hereto is a comparison of the impact on the Minimum Required Contribution (per Chapter 112, Florida Statutes) and the Required City Contribution, resulting from the implementation of the following changes:

1. Prospective inclusion of up to 300 hours of overtime compensation annually for Pensionable Earnings.
2. The Normal Retirement Date applicable to benefits accrued on and after September 26, 2012 is the earlier of a) attainment of age 52 with the completion of 10 years of Credited Service, or b) completion of 25 years of Credited Service, regardless of age.

Current plan: Earlier of 1) Age 55 and 10 years of Credited Service, or 2) Age 52 and 25 years of Credited Service (age 48 with 25 years of Credited Service with 10 years of Credited Service as of January 1, 2013).

The cost impact, determined as of October 1, 2023, applicable to the fiscal year ending September 30, 2025, is as follows ²:

	<u>Proposed</u>	<u>Current</u>
Minimum Required Contribution		
% of Projected Annual Payroll	97.1%	97.6%
Member Contributions (Est.)		
% of Projected Annual Payroll	7.8%	7.8%
City And State Required Contribution		
% of Projected Annual Payroll	89.3%	89.8%
State Contribution (Est.) ¹	\$581,845	\$581,845
% of Projected Annual Payroll	14.4%	15.8%
City Required Contribution		
% of Projected Annual Payroll	74.9%	74.0%

¹ Estimated for calendar 2024. As per a Mutual Consent Agreement between the Membership and the City, all State Monies received each year will be available to offset the City's required contribution.

CITY OF PORT ORANGE
FIRE AND RESCUE PENSION FUND

ACTUARIAL IMPACT STATEMENT

October 2, 2024
(Page 2)

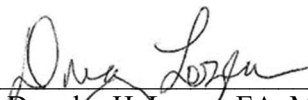
Unless otherwise noted, all data, assumptions, methods and plan provisions are the same as in the October 1, 2023 actuarial valuation report. It should be noted that changes to retirement benefits could potentially affect participants' retirement or termination behavior. We will monitor and advise of any recommended changes with future experience studies. Estimated Pensionable Earnings for the inclusion of overtime compensation was provided by the City of Port Orange.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

Please note that contents of this analysis and the October 1, 2023 actuarial valuation report are considered an integral part of the actuarial opinions. In reviewing the results presented in this study, it should be noted that there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks, please see the Discussion of Risk section of the October 1, 2023 actuarial valuation report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the opinions contained herein.



Douglas H. Lozen, EA, MAAA
Enrolled Actuary #23-7778

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated impact of the proposed Ordinance.

Chairman, Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	Proposed <u>10/1/2023</u>	Current <u>10/1/2023</u>
A. Participant Data		
Actives	60	60
Service Retirees	51	51
DROP Retirees	4	4
Beneficiaries	4	4
Disability Retirees	6	6
Terminated Vested	<u>12</u>	<u>12</u>
Total	137	137
Projected Annual Payroll	4,030,313	3,676,131
Annual Rate of Payments to:		
Service Retirees	2,873,875	2,873,875
DROP Retirees	185,808	185,808
Beneficiaries	160,940	160,940
Disability Retirees	150,097	150,097
Terminated Vested	57,551	57,551
B. Assets		
Actuarial Value (AVA) ¹	42,328,279	42,328,279
Market Value (MVA) ¹	38,770,466	38,770,466
C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	21,114,132	18,421,196
Disability Benefits	430,974	498,939
Death Benefits	58,686	55,773
Vested Benefits	739,243	589,665
Refund of Contributions	115,750	115,750
Service Retirees	38,407,253	38,407,253
DROP Retirees ¹	3,460,939	3,460,939
Beneficiaries	1,671,122	1,671,122
Disability Retirees	1,814,750	1,814,750
Terminated Vested	478,990	478,990
Share Plan Balances ¹	<u>0</u>	<u>0</u>
Total	68,291,839	65,514,377

C. Liabilities - (Continued)	Proposed <u>10/1/2023</u>	Current <u>10/1/2023</u>
Present Value of Future Salaries	33,589,045	32,836,975
Present Value of Future Member Contributions	2,606,510	2,548,149
Normal Cost (Retirement)	698,913	558,969
Normal Cost (Disability)	38,594	40,710
Normal Cost (Death)	3,670	3,402
Normal Cost (Vesting)	42,612	32,309
Normal Cost (Refunds)	<u>19,168</u>	<u>19,168</u>
Total Normal Cost	802,957	654,558
Present Value of Future Normal Costs	6,494,348	5,335,492
Accrued Liability (Retirement)	15,490,674	13,932,461
Accrued Liability (Disability)	129,835	143,480
Accrued Liability (Death)	27,508	25,452
Accrued Liability (Vesting)	298,731	226,749
Accrued Liability (Refunds)	17,689	17,689
Accrued Liability (Inactives) ¹	45,833,054	45,833,054
Share Plan Balances ¹	<u>0</u>	<u>0</u>
Total Actuarial Accrued Liability (EAN AL)	61,797,491	60,178,885
Unfunded Actuarial Accrued Liability (UAAL)	19,469,212	17,850,606
Funded Ratio (AVA / EAN AL)	68.5%	70.3%

D. Actuarial Present Value of Accrued Benefits	Proposed <u>10/1/2023</u>	Current <u>10/1/2023</u>
Vested Accrued Benefits		
Inactives + Share Plan Balances ¹	45,833,054	45,833,054
Actives	10,298,622	9,406,037
Member Contributions	<u>1,803,633</u>	<u>1,803,633</u>
Total	57,935,309	57,042,724
Non-vested Accrued Benefits	<u>665,825</u>	<u>877,586</u>
Total Present Value		
Accrued Benefits (PVAB)	58,601,134	57,920,310
Funded Ratio (MVA / PVAB)	66.2%	66.9%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	680,824	
Benefit Changes	0	
Plan Experience	0	
Benefits Paid	0	
Interest	0	
Other	<u>0</u>	
Total	680,824	

Valuation Date	Proposed 10/1/2023	Current 10/1/2023
Applicable to Fiscal Year Ending	<u>9/30/2025</u>	<u>9/30/2025</u>

E. Pension Cost

Normal Cost (with interest)		
% of Projected Annual Payroll ²	20.6	18.5
Administrative Expenses (with interest)		
% of Projected Annual Payroll ²	2.3	2.5
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 15 years (as of 10/1/2023, with interest)		
% of Projected Annual Payroll ²	74.2	76.6
Minimum Required Contribution		
% of Projected Annual Payroll ²	97.1	97.6
Expected Member Contributions		
% of Projected Annual Payroll ²	7.8	7.8
Expected City and State Contribution		
% of Projected Annual Payroll ²	89.3	89.8

¹ The asset values and liabilities include accumulated DROP and Share Plan Balances.

² Contributions developed as of 10/1/2023 are expressed as a percentage of Projected Annual Payroll at 10/1/2023 of \$4,030,313 for the Proposed changes and of \$3,676,131 under the current definition of Pensionable Earnings.

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate

Healthy Active Lives:

Female: PubS.H-2010 (Below Median) for Employees, set forward one year.

Male: PubS.H-2010 (Below Median) for Employees, set forward one year.

Healthy Retiree Lives:

Female: PubS.H-2010 for Healthy Retirees, set forward one year.

Male: PubS.H-2010 for Healthy Retirees, set forward one year.

Beneficiary Lives:

Female: PubG.H-2010 for Healthy Retirees.

Male: PubG.H-2010 for Healthy Retirees, set back one year.

Disabled Lives:

80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees.

All rates for healthy lives are projected generationally with Mortality Improvement Scale MP-2018. We feel this assumption sufficiently accommodates future mortality improvements.

The previously described mortality assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2021 FRS valuation report for special risk employees, with appropriate adjustments made based on plan demographics.

Interest Rate

7.25% per year compounded annually, net of investment related expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class.

Salary Increases

Salary Scale	
Service	Rate
0-4	5.50%
5-9	4.50%
10+	4.00%

The above rates were approved by the Board as the result of the November, 2019 experience study.

Payroll Growth

None.

Administrative Expenses

\$89,195 annually, based on the average of actual expenses incurred in the prior two fiscal years.

Cost-Of-Living Adjustments (COLA)

For purposes of COLA eligibility, plan is assumed to reach an 80% Funded Ratio on October 1, 2030.

Amortization Method

New UAAL amortization bases are amortized over 15 years.

The amortization payment is subject to a minimum based on a 30-year amortization of the UAAL, if the UAAL is positive, in order to comply with Actuarial Standard of Practice No. 4.

Bases established prior to the valuation date are adjusted proportionally to match the Expected Unfunded Actuarial Accrued Liability as of the valuation date, in order to align prior year bases with the portion of the current year UAAL associated with prior year sources.

Funding Method

Entry Age Normal Actuarial Cost Method. The following loads are applied for determining the minimum required contribution:

Interest - A half year, based on current 7.25% assumption.

Salary - None.

Termination Rates

% Terminating During the Year	
Service	Rate
0-4	7.5%
5-9	3.0%
10+	1.0%

The above rates were approved by the Board as the result of the November, 2019 experience study.

Disability Rates

Sample rates shown in the below table. It is assumed that 90% of active disablements are duty-related.

% Becoming Disabled During the Year	
Age	Rate
20	0.07%
25	0.09%
30	0.11%
35	0.14%
40	0.19%
45	0.30%
50	0.51%
55	0.96%
60	1.66%
65	2.39%

The above rates were approved by the Board as the result of the November, 2019 experience study.

Normal Retirement

Members hired prior to December 5, 2012:

% Retiring During the Year (10-24 Years of Service)		% Retiring During the Year ($\geq$ 25 Years of Service)	
Eligibility	Rate	Eligibility	Rate
First Eligible	50.0%	First	100.0%
Years 1-4	30.0%		
Years 5+	100.0%		

Members hired after December 4, 2012 are assumed to retire immediately upon first eligibility.

The above rates are the result of the November, 2019 experience study.

Early Retirement

None, based on results of the November, 2019 experience study.

Asset Valuation Method

Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value return. It is possible that over time this technique will produce an insignificant bias above or below Market Value.

Low-Default-Risk Obligation Measure

Based on the Entry Age Normal Actuarial Cost Method and an interest rate of 4.87% per year compounded annually, net of investment related expenses. This rate is consistent with the Yield to Maturity of the S&P Municipal Bond 20-Year High Grade Rate Index as of September 30, 2023. All other assumptions for the Low-Default-Risk Obligation Measure are consistent with the assumptions shown in this section unless otherwise noted.

SUMMARY OF CURRENT PLAN
(Through Ordinance No. 2023-07)

CREDITED SERVICE

Years and fractional parts of years of service with the City as a Firefighter (including as a “Reserve”). Service as a volunteer firefighter shall be credited at one month of credited service for each complete year of volunteer service.

SALARY

Fixed monthly compensation (base pay) for services rendered to the City as a Firefighter, plus all tax-deferred, tax sheltered and tax-exempt items of income. Base pay excludes overtime, education pay, lump sum payments of annual leave, sick leave, and compensation leave, and all other nonregular compensation. Effective July 1, 2021, Salary includes specialty and incentive pay.

AVERAGE FINAL COMPENSATION

Average Final Compensation is the greatest of the following, applied to all pieces of benefit, per Board direction at the May 2020 Board meeting:

- a) Average Salary during the three (3) best years of the last ten (10) (“Best 3 of 10”) as of September 25, 2012,
- b) Best 3 of 10 as of December 31, 2012, and
- c) Best 5 of 10 as of date of termination.

Effective the October 1st following the first valuation report that follows attainment of an 80% Actuarial Funded Ratio, Average Final Compensation will change to Average Salary during the three (3) best years of the last five (5) (“Best 3 of 5”).

NORMAL RETIREMENT

Eligibility

Benefit Accrued Prior to 9/25/2012	Earlier of: 1) Age 50 and 10 years of Credited Service, or 2) the completion of 20 years of Credited Service, regardless of age.
Benefit Accrued On/After 9/25/2012	Earlier of 1) Age 55 and 10 years of Credited Service, or 2) Age 52 and 25 years of Credited Service. With 10 years of Credited Service as of January 1, 2013, eligibility is also attained at Age 48 and 25 years of Credited Service.

Benefit Amount

3.00% of Average Final Compensation for each year of Credited Service. The maximum benefit (including any supplement) is the lesser of 90% of Average Final Compensation and \$95,000.

In no event shall the benefit be less than 2.00% of Average Final Compensation for each year of Credited Service.

Form of Benefit

Ten Year Certain and Life Annuity (options available).

EARLY RETIREMENT

Eligibility

Age 50 and 10 years of Credited Service. Members who attained 40 and 10 as of September 25, 2012 are also eligible.

Benefit Amount

Benefit determined as for Normal Retirement actuarially reduced to reflect early payment.

Form of Benefit

Ten Year Certain and Life Annuity (options available).

SUPPLEMENTAL BENEFIT

Members hired before December 4, 2012 are eligible for a supplemental benefit upon attainment of 20 years of Credited Service and normal or early retirement eligibility.

The monthly supplement is calculated in two pieces: 1) \$20 per year of Credited Service before January 1, 2013 and 2) \$10, \$15, or \$20 per year of Credited Service on and after January 1, 2013. The post-2012 supplemental benefit rate depends on total Credited Service at retirement. The first piece cannot exceed \$600 and the second piece cannot increase the total supplement above \$500.

COST-OF-LIVING ADJUSTMENT

Effective October 1, 2003, all current and future retirees receiving benefits, including disability retirees and terminated vested persons and their beneficiaries or joint annuitants, will receive an annual increase in benefits (excluding the Supplemental Benefit) as follows:

Benefits accrued prior to 1/1/2013:

- a) For retirees who retired before October 1, 2003 and completed at least 19 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement.
- b) For retirees who retire on or after October 1, 2003 and complete at least 20 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement.
- c) For all other current and future retirees not described in (a) or (b) above, the annual increase shall be 1.00% and shall begin on the January 1st following one full year of retirement.

Benefits accrued on or after 1/1/2013:

For retirees who completed at least 25 years of Credited Service (or 20 years of Credited Service if first eligible for Normal Retirement at age 55 and 10 years of service), the annual increase shall be the lesser of 3.00% or the amount granted for Social Security benefits. The COLA would only be given in years that the Plan met or exceeded the actuarial assumptions, and also only when the GASB 25 Funded Ratio is above 80.00%. The COLA begins the later of 8 years after retirement and age 59.5.

Members hired after 12/4/2012

None.

DISABILITY

Eligibility	a) 10 years of contributing service for non-service related; coverage from date of hire for service-incurred. b) Total and permanent disability as determined by the Board.
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Benefit Amount

Non-Service Connected	Benefit computed as for Normal Retirement.
Service Connected	Benefit computed as for Normal Retirement, but not less than 51% of Average Final Compensation.

VESTING (TERMINATION)

Less than 10 years - Refund of Accumulated Member Contributions.

10 or more years - Accrued benefit payable at the otherwise Normal Retirement Date, or Refund of Member Contributions.

DEATH

Pre-Retirement	Vested or eligible for retirement: Beneficiary receives accrued pension payable for 10 years at otherwise Early or Normal Retirement Date (or actuarially reduced benefit payable for 10 years at the option of the Beneficiary). Non-vested: Refund of Accumulated Member Contributions.
Post-Retirement	According to optional form of payment selected at retirement.

CONTRIBUTIONS

Employee	7.50% of Salary. 8.00% of Salary for Members hired after 12/4/2012.
Premium Tax	1.85% tax on applicable insurance policies.
City	Remaining amount necessary for payment of Normal (current year's) Cost and amortization of the accrued past service as provided by Chapter 112, Part VII, Florida Statutes.

BOARD OF TRUSTEES

- a) Two City Council appointees,
- b) Two Members of the Plan elected by a majority of the other covered Firefighters, and
- c) A fifth Member elected by the other 4 and appointed by the City Council.

DEFERRED RETIREMENT OPTION PLAN

Eligibility	Satisfaction of Normal Retirement requirements.
Participation	Not more than 60 months.
Rate of Return	Actual net rate of investment return.
Form of Distribution	Cash lump sum (options available).

SHARE PLAN

Pursuant to Chapter 2015-39, Laws of Florida, a supplemental benefit component for special benefits exists but is currently not funded as the City and Membership mutually consented to allow the City use all future State Monies.



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. 2024-22 - Amending Ch. 54, Sec. 54-77 Definitions and Section 54-82
 Retirement benefit amounts and eligibility.

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):

This implements changes to the Fire Pension Fund contained in the collective bargaining agreement for IAFF, and amendments to Chapter 54 of the City Code is necessary to implement the agreed upon changes.

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:

There are no direct compliance costs anticipated.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

None.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No impact on businesses anticipated.

4. Additional information the governing body deems useful² (if any):

This ordinance formally amends the Port Orange Fire Pension Fund ("Pension Fund") and is necessary to implement agreed upon changes to the pension plan pursuant to collective bargaining agreements with IAFF. The changes allow the City to continue to recruit and retain quality firefighter personnel to bolster public safety.

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.