REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MAY 6, 2025

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 Reverend Kari Niedermaier of All Saints Lutheran Church
2. Pledge of Allegiance
3. Roll Call
4. Public Comments on Consent Agenda Items Only

B. CONSENT AGENDA

5. Approval of Minutes
    a. Regular City Council Meeting - April 15, 2025
6. Bid Awards and Contract Items
    a. Approval to Award a Standard Contract for Services under ITB #25-10 for City Rights of Way Landscape Maintenance Services to Brightview Landscape Services
    b. Approval of Task Authorization No. 6 for design services for White Place Park with Hall and Ogle Architects, Inc.
    c. Approval of Task Authorization No. 8 to Advanced Roofing, Inc. under the Standard Contract for Services (CA7981) RSFQ #22-14 for Roofing Repair and Replacement Services
    d. Approval of Change Order No. 1 to the EJCDC Agreement for ITB #24-04 with General Underground, Inc. relating to the Ridgewood Avenue and North Commonwealth Boulevard Water Main Replacement
    e. Approval of Change Order No. 1 to Task Authorization No. 9 with Mead and Hunt, Inc. as it relates to the Ridgewood Avenue & North Commonwealth Boulevard Water Main Replacement project under ITB #24-04

7. Resolution No. 25-22 - Supporting Volusia County's Local Mitigation Strategy
8. Resolution No. 25-24 - Approval of FDOT Funding Agreement for the Construction of the St. John's River to Sea (SJR2C) Loop SUN Trail (FDOT #439865)
9. Resolution No. 25-26 - Approval of FDOT Maintenance Memorandum of Agreement for the St. John's River to Sea (SJR2C) Loop SUN Trail (FDOT #439865)

C. RECOGNITION AND PROCLAMATIONS

10. Port Orange University Graduation Certificates
11. Professional Municipal Clerks Week
12. Water Safety Month - Christina "Christy" Gillis
13. Family Abduction Awareness Day - Chris Felder

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

E. COMMENTS AND ADDITIONAL ITEMS

14. Council Members
15. City Attorney
16. City Manager

F. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

17. Environmental Advisory Board Report
18. Fire Pension Board Appointment - 5th Member

G. PUBLIC HEARING

19. Second Reading - Ordinance No. 2025-09 - Comprehensive Plan Future Land Use Map Amendment/4009 & 4084 Halifax Drive (Case No. CPAM-24-0003)
20. Second Reading - Ordinance No. 2025-10 - Second Restated Master Development Agreement Catfish Commons Planned Commercial Development (Case No. PRZA-24-0008)
21. Second Reading - Ordinance No. 2025-12: Rezoning/5656 Isabelle Avenue
22. Second Reading - Ordinance No. 2025-13 - Rezoning/4619 and 4629 Clyde Morris Boulevard
23. First Reading - Ordinance No. 2025-14 - Annexation/Vintage Acres

H. REGULAR AGENDA

24. Capital Financing Items
    a. First Reading - Ordinance No. 2025-15 - Authorizing and Securing Capital Improvement & Refunding Revenue Bonds Series 2025

b. Resolution No. 25-25 - Approval to Authorize Issuance of General Obligation Bonds

25. First Reading - Ordinance No. 2025-05 - Amending Chapter 58 - Streets, Sidewalks and Other Public Places, Article IV. Communications Facilities in Public Rights-of-Way

I. COUNCIL COMMITTEE REPORTS

26. City Council Committee Reports
    a. River to Sea TPO - Vice Mayor Tracy Grubbs o/b/o Councilman Jonathan Foley

J. ADJOURNMENT

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

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

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

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

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

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

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
APRIL 15, 2025

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

Invocation by Pastor Nathan Buker of Victorious Life Church

Pledge of Allegiance

Roll Call	Present:	Councilman Jonathan Foley Councilman Shawn Goepfert Councilman Lance Green Vice Mayor Tracy Grubbs Mayor Scott Stiltner
	Also Present:	City Manager Wayne Clark City Attorney Matthew Jones Deputy City Clerk Amanda Bonin

4. Public Comments on Consent Agenda Items Only

There were none.

RECOGNITION AND PROCLAMATIONS

5. Citizen Commendation Award Presented to Deborah Joy

Police Chief Manuel Marino presented a Citizen Commendation Award to Deborah Joy for her vigilance and helping an elderly couple avoid being scammed.

Council members expressed their appreciation and applauded Ms. Joy for her dedication in looking out for others.

CONSENT AGENDA

6. Approval of Minutes
   a. Regular City Council Meeting - April 1, 2025
7. Bid Awards and Contract Items
   a. Intent to Award RFP #25-05 (Wrecker Service Agreement) to J & A Balboa Enterprises, Inc. d/b/a Arrow Service & Towing
   b. Approval to Award RFSQ #24-03 for Construction Manager at Risk for Construction of the Force & Water Main River Crossing to Wharton-Smith, Inc.
   c. Approval of Task Authorization No. 24 with Kimley-Horn & Associates, Inc. for Design and Construction Manager at Risk (CMAR) Coordination Services for the 16-inch River Crossing Water Main Replacement.

d. Approval of Amendment and Renewal No. 1 to American Sports Officials, Inc. for Officials and Scorekeepers for Various Athletic Leagues

e. Approval of Change Order No. 1 to Task Authorization No. 7 with Kimley-Horn and Associates, Inc. under the Master Contract for Engineering & Environmental Services (RFSQ No. 21-03) related to the City-Wide Stormwater Master Plan Update

f. Approval to Award a Contract to Ring Power for the rental of a back-up generator at 520 Monroe Street

g. Approval to Award a Contract to Ring Power for the rental of a back-up generator at 410 Monroe Place

8. Resolution No. 25-23 - Approval of Second Quarter Budget Amendments for Fiscal Year 2024-2025

9. Resolution No. 25-06 - Approval of FDOT Local Agency Program (LAP) Agreement 444033 Port Orange Sidewalk Gaps (various locations)

10. Resolution No. 25-09 - Approval of FDOT Locally Funded Agreement 444033-3-62-02 Construction Engineering Inspection for Port Orange Sidewalk Gaps

11. Resolution No. 25-21 - Approval of FDOT Local Agency Program (LAP) Funding Agreement for Right-of-Way Phase of 449770 Dunlawton Turn Lanes (#CD215)

Motion to approve the Consent Agenda as presented was made by Councilman Jonathan Foley and Seconded by Vice Mayor Tracy Grubbs. Motion carried unanimously by roll call vote.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

There were none.

COMMENTS AND ADDITIONAL ITEMS

12. Council Members

Mayor Scott Stiltner invited the Atlantic High School students in the Law and Government Academy to come up and introduce themselves.

Vice Mayor Grubbs spoke about the Parks and Recreation Bunny search, Lakeside Jazz Festival, the TPO meeting on April 21st and mentioned the Memorial Park has reopened.

Councilman Jonathan Foley recognized Officer Jordan Snipes as he was recognized at Daytona State College for his outstanding academic performance and was inducted into the Daytona College Hall of Fame for performing a lifesaving first-aid effort while he was attending the academy. Officer Cody Rhett has been selected as the Volusia League of Cities Employee of the Year in Public Safety for the entire County.

Councilman Foley also asked the City Manager, Wayne Clark, to talk about the Lime Disposal item that was approved on the consent agenda to shed some light on how the City was able to find a savings of approximately $800,000 a year.

Mr. Clark provided some details on the lime disposal item and briefly explained that by City staff staying on top of best practices around the country they were able to find a new process, which in turn saves the City money.

Mayor Scott Stiltner recognized Mark Bowling who recently resigned from the Parks and Recreation Board as well as the Planning Commission due to moving outside of the City. Mr. Bowling has served the City for over 25 years in a volunteer capacity.

13. City Attorney

There were none.

14. City Manager

There were none.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

15. Citizen Advisory Committee for TPO

Bobby Ball, CAC for the TPO member, advised there was nothing new to report.

16. Parks and Recreation Advisory Board Report

Bobby Ball, Chair, advised the meeting was canceled as they did not have a quorum. The Parks and Recreation Advisory board has two vacancies and Mr. Ball encourages anyone interested to submit an application.

PUBLIC HEARING

17. Second Reading - Ordinance No. 2025-11 - First Amendment to the Summer Trees Plaza PCD Master Development Agreement (Case No. PRZA-25-0001)

Matt Jones, City Attorney, read Ordinance No. 2025-11 into the record.

ORDINANCE NO. 2025-11

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE SUMMER TREES PLAZA PLANNED COMMERCIAL DEVELOPMENT (PCD) TO ALLOW ADDITIONAL COMMERCIAL USES CONSISTENT WITH THE USES ALLOWED IN THE CITY'S CONVENTIONAL COMMERCIAL ZONING DISTRICTS AND UPDATE SIGNAGE AND ARCHITECTURE REQUIREMENTS TO BE CONSISTENT WITH CURRENT THE LAND DEVELOPMENT CODE S;

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

Motion to approve was made by Councilman Shawn Goepfert and Seconded by Councilman Lance Green. Motion carried by roll call vote (3-2) with Councilman Foley and Vice Mayor Grubbs voting no.

18. First Reading - Ordinance No. 2025-12: Rezoning/5656 Isabelle Avenue

Mr. Jones read Ordinance No. 2025-12 into the record.

ORDINANCE NO. 2025-12

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY +1.23 ACRES FROM PLANNED COMMERCIAL DEVELOPMENT (PCD) TO PROFESSIONAL OFFICE (PO); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Tim Burman, Community Development Director, presented the item, providing details, and answered council members' questions.

Motion to approve was made by Vice Mayor Tracy Grubbs and Seconded by Councilman Shawn Goepfert. Motion carried unanimously by roll call vote.

19. First Reading - Ordinance No. 2025-13 - Rezoning/4619 and 4629 Clyde Morris Boulevard

Mr. Jones read Ordinance No. 2025-13 into the record.

ORDINANCE NO. 2025-13

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY ±5.38 ACRES FROM PLANNED COMMERCIAL DEVELOPMENT (PCD) TO COMMUNITY COMMERCIAL (CC); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Mr. Burman presented the item, providing details, and answered council members' questions.

Motion to approve was made by Vice Mayor Tracy Grubbs and Seconded by Councilman Jonathan Foley. Motion carried unanimously by roll call vote.

COUNCIL COMMITTEE REPORTS

20. City Council Committee Reports

a. First Step Shelter - Councilman Shawn Goepfert

Councilman Shawn Goepfert mentioned the committee discussed future funding and the success rate of the shelter, and commented on how the shelter is a great resource which helps people find jobs and permanent housing.

b. Port Orange/South Daytona Chamber of Commerce - Councilman Shawn Goepfert

Councilman Goepfert talked about the Chamber of Commerce's events coming up, including A Tasteful Affair on April 16, 2025.

ADJOURNMENT - 7:05 p.m.

_____
Mayor Scott Stiltner

Attest:

_____
Robin Fenwick, MMC
City Clerk

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/6/2025

SUBJECT: (B6a) Approval to Award a Standard Contract for Services under ITB #25-10 for City Rights of Way Landscape Maintenance Services to Brightview Landscape Services

DEPARTMENT: Public Works

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve and award a Standard Contract for Services to Brightview Landscape Services for ITB #25-10 for Landscape Maintenance Services in the City's Rights-of-Way for an amount not to exceed $291,388.60, and authorize the Mayor and City Clerk to sign all contract documents.

SUMMARY: The City has contracted for landscape maintenance services in the public rights-of-way for several years under two contracts - Major Thoroughfares and Secondary Roads. The current contract for major thoroughfares (Dunlawton Ave, Ridgewood Ave and Nova Rd) is with Brightview Landscape Services. The subject contract for this item is for the Right of Way maintenance on secondary roads such as Williamson Blvd., Town West Blvd., Summer Trees Road, and others. The most recent contract for these roads was awarded to Yellowstone in October 2019 and expired in March 2025.

A new Invitation to Bid was posted in February, and final bids were received in March.

Purchasing received bids from five contractors, as detailed below:

- Brightview Landscape Services: $291,388.60
- Yellowstone Landscape Services: $363,791.00
- Barton & Barton, Inc.: $384,970.08
- Rotolo Consultants, Inc: $403,256.03
- Verdego, LLC: $356,364.42 (deemed non-responsive)

Staff recommends the Standard Contract for Services be awarded to Brightview Landscape Services as the lowest and most responsive bidder.

Services included in this contract will be paid from the annually appropriated budget in the General Fund, Public Works, Ground Maintenance Services.

PRESENTER: Thomas DiEulio

ATTACHMENTS:

1.	Brightview Landscape Service Inc. ITB 25-10 City Rights of Way Landscape Maintenance Service - Standard Contract for Services	Brightview Landscape Service Inc. ITB 25-10 City Rights of Way Landscape Maintenance Service - Standard Contract for Services.pdf
2.	ITB 25-10 City Right of Ways Landscape Maintenance Services FINAL (2.26.2025)	ITB 25-10 City Right of Ways Landscape Maintenance Services FINAL (2.26.2025).pdf
3.	ITB 25-10 (Attachment 1) Schedule of Unit Pricing FINAL (2.21.2025)	ITB 25-10 (Attachment 1) Schedule of Unit Pricing FINAL (2.21.2025).pdf
4.	Class C Maps - Right of Ways	Class C Maps - Right of Ways.pdf
5.	Class D Maps - Right of Ways LMS	Class D Maps - Right of Ways LMS.pdf
6.	CORRECTED ITB #25-10 Brightview Bid Tabulation	CORRECTED ITB #25-10 Brightview Bid Tabulation.pdf
7.	ORIGINAL Brightview Submittal for ITB #25-10	Brightview ITB #25-10.pdf
8.	ITB 25-10 Bid Tabulation FINAL 4.1.2025	ITB 25-10 Bid Tabulation FINAL 4.1.2025.pdf
9.	ITB 25-10 Notice of Intent To Award FINAL (4.7.2025)	ITB 25-10 Notice of Intent To Award FINAL (4.7.2025).pdf

Denyce Frey	Created/Initiated - 3/24/2025
Thomas DiEulio	Approved - 4/22/2025
Mark Simpson	Approved - 4/22/2025
Matthew Jones	Approved - 4/24/2025
Wayne Clark	Final Approval - 4/24/2025

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **2025**, 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 **BRIGHTVIEW LANDSCAPE SERVICES, INC.** ("Contractor"), a Florida corporation whose principal address is 980 Jolly Road, Suite 300, Blue Bell, Pennsylvania 19422. The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to provide City Rights of Way Landscaping Maintenance Services, and as more specifically described in Intent to Bid 25-10 ("ITB 25-10"). This Contract together with ITB 25-10, Addendum No. 1, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Work, Addendum No. 1 of ITB 25-10, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of ITB 25-10 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties shall continue for a period of One (1) year (the "Initial Term").

Renewals: This Contract may be renewed up to two (2) one-year periods, upon mutual written agreement of the Parties, City Manager approval, and budget appropriation.

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

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the performance of services by the Contractor under this Contract shall be in the form of written Notice to Proceed issued and executed by the City and signed by the Contractor and a written Purchase Order. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit not to exceed Two Hundred Ninety-One Thousand

Three Hundred Eighty-Eight and 60/100 Dollars ($291,388.60). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

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

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

6. *Termination for Convenience of the City*

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

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

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

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

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

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

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

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

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

7. *Termination for Convenience for Subcontractors*. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

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

9. *Examination of Records*

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

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

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

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

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

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

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

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

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

11. *Termination for Non-Appropriation of Funds*

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

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

12. *Insurance*. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Exhibit Form. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes

in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

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

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

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

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

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	Contract Amount — Limits Up to $10 million — Statutory/$500,000 $10 - $20 million — Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
	Additional Insurance Requirements		
☐	Property Insurance Builders Risk. Additional Coverage:	Limits: 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	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits: 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.**		

13. *A Contract for the purchase* of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

15. *Modifications or Changes to this Contract*

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

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

16. *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.

17. *Warranties*. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

18. *Additional Warranties*. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

19. *Additional Bond Security*. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

20. *Inspection*

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered

prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. *Liability for Loss or Damage*.

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

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

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

(a) Contractor 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 Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor 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. Contractor 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.

23. *E-Verify*. Contractor 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 Contractor during the term of this Contract and shall expressly require any sub-contractors 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 sub-contractor during the term of this Contract.

24. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision

of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

25. *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.

26. *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.**

27. *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: Thomas DiEulio, Public Works Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5592

Contractor:
Brightview Landscape Services, Inc.
Attention: Michael Dozier, President
980 Jolly Road
Suite 300
Blue Bell, Pennsylvania 19422
(689) 306-8015 - Telephone
kevinnelson@brightview.com - E-Mail

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. *Contract Construction*

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

31. *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:

BRIGHTVIEW LANDSCAPE SERVICES, INC.

_____

Printed Name:_____

By:_____

Michael Dozier, President

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

_____

Printed Name:_____

Date:_____

Please note that at this time the City does not accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Scott Stiltner, Mayor

Date:_____

ATTEST:

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

Date:_____

EXHIBIT "1"

ITB 25-10 City Rights of Way Landscape Maintenance Services

Contractor's Unit Pricing, Section 3 - Scope of Work, Addendum No. 1, Class "C" Maps and Class "D" Maps

Consisting of 149 Pages

BID TABULATION

ITB #25-10 City Right-of-Ways Landscape Maintenance Services

BRIGHTVIEW LANDSCAPE SERVICES

Class "C" Maintenance

MOWING

ITEM #	ROAD NAME	SQUARE FOOTAGE	ACREAGE	PRICE PER MOW	NUMBER OF MOWS PER YEAR	MOWING ANNUAL PRICE
1	Williamson Boulevard Medians	154,138	3.54	$ 212.40	33	$ 7,009.20
2	Williamson Boulevard Roadsides	705,673	16.2	$ 972.00	33	$ 32,076.00
3	Airport Road Medians	25,580	0.59	$ 35.40	33	$ 1,168.20
4	Airport Road Roadsides	167,810	3.54	$ 212.40	33	$ 7,009.20
5	Summertrees Road Extention Medians	2,850	0.07	$ 4.20	33	$ 138.60
6	Summertrees Road Extention Roadsides	83,900	1.93	$ 115.80	33	$ 3,821.40
7	Town West Boulevard Medians	92,095	2.11	$ 126.60	33	$ 4,177.80
8	Town West Boulevard Roadsides	481,310	11.05	$ 663.00	33	$ 21,879.00
9	Coraci Boulevard Medians	25,215	0.58	$ 34.80	33	$ 1,148.40
10	Coraci Boulevard Roadsides	129,600	2.98	$ 177.00	33	$ 5,841.00
11	McGinnis Avenue Medians	19,635	0.45	$ 27.00	33	$ 891.00
12	McGinnis Avenue Roadsides	94,286	2.16	$ 129.60	33	$ 4,276.80
13	Willow Run Boulevard Medians	11,410	0.26	$ 15.60	33	$ 514.80
14	Willow Run Boulevard Roadsides	838,720	19.25	$ 1,155.00	33	$ 38,115.00
15	Fitzgerald Street Medians	9,072	0.21	$ 12.60	33	$ 415.80
16	Conrad Street Medians	9,960	0.23	$ 13.80	33	$ 455.40
17	Roberts Street Medians	3,878	0.09	$ 5.40	33	$ 178.20
18	Tree Garden Drive Median	7,250	0.17	$ 10.20	33	$ 336.60
19	Wiltshire Boulevard Medians	38,061	0.87	$ 52.20	33	$ 1,722.60
20	Countryside Drive Median	2,436	0.06	$ 3.60	33	$ 118.80
21	Merrinac Drive Medians	27,292	0.63	$ 37.80	33	$ 1,247.40
22	Sugar House Bouevard Medians	6,260	0.14	$ 8.40	33	$ 277.20
23	Hills Boulevard	1,952	0.04	$ 2.40	33	$ 79.20
24	Kingswood Way Medians	8,700	0.2	$ 12.00	33	$ 396.00
25	Coral Way Medians	2,500	0.06	$ 3.60	33	$ 118.80
26	Talo Circle Median	400	0.01	$ 0.60	33	$ 19.80
27	Peninsula Drive	15,000	0.34	$ 20.40	33	$ 673.20
					TOTAL (LINE ITEMS 1-27):	$ 134,105.40

TURF MAINTENANCE

ITEM #	ROAD NAME	MULCH: ESTIMATED QUANTITIES CUBIC YARDS	MULCH: 1 X PER YEAR PRICE PER APPLICATION	GRANULAR FERTILIZER: PRICE PER APPLICATION	GRANULAR FERTILIZER: NUMBER OF TIMES PER YEAR	GRANULAR FERTILIZER: ANNUAL PRICE	TURF MAINTENANCE ANNUAL PRICE
28	Williamson Boulevard Medians			$ 1,283.00	2	$ 2,566.00	$ 2,566.00
29	Airport Road Medians			$ 187.00	2	$ 374.00	$ 374.00
30	Summertrees Road Extention Medians			$ 17.00	2	$ 34.00	$ 34.00
31	Town West Boulevard Medians	110	$ 5,500.00	$ 626.00	2	$ 1,252.00	$ 6,752.00
32	Coraci Boulevard Medians	22	$ 1,100.00	$ 213.00	2	$ 426.00	$ 1,526.00
33	McGinnis Avenue Medians	3	$ 150.00	$ 347.00	2	$ 694.00	$ 844.00
34	Willow Run Boulevard Medians	10	$ 500.00	$ 96.00	2	$ 192.00	$ 692.00
35	Tree Garden Drive Median	127	$ 6,350.00	$ 42.00	2	$ 84.00	$ 6,434.00
36	Wiltshire Boulevard Medians	221	$ 11,050.00				$ 11,050.00
37	Countryside Drive Median	150	$ 7,500.00				$ 7,500.00
38	Sugar House Bouevard Medians	67	$ 3,350.00				$ 3,350.00
39	Kingswood Way Medians	31	$ 1,550.00				$ 1,550.00
						TOTAL TURF MAINTENANCE(LINE ITEMS 28-39):	$ 42,672.00

SHRUB & GROUNDCOVER MAINTENANCE

GRANULAR FERTILIZER

ITEM #	ROAD NAME	1 X PER YEAR PRICE PER APPLICATION
40	Town West Boulevard Medians	$ 10.00
41	Coraci Boulevard Medians	$ 8.00
42	McGinnis Avenue Medians	$ 8.00
43	Willow Run Boulevard Medians	$ 2.00
44	Tree Garden Drive Median	$ 10.00
	TOTAL (LINE ITEMS 40-44):	$ 38.00

PALM TREE MAINTENANCE

ITEM #	ROAD NAME	GRANULAR FERTILIZER "PALM SPECIAL" (TWICE/YEAR): PRICE PER APPLICATION	GRANULAR FERTILIZER "PALM SPECIAL" (TWICE/YEAR): GRANULAR FERTILIZER ANNUAL PRICE (2X/YEAR)	DISEASE AND INSECT CONTROL (TWICE/YEAR): PESTICIDE TREATMENT: PRICE PER APPLICATION	PESTICIDE TREATMENT: PESTICIDE TREATMENT ANNUAL PRICE (2X/YEAR)	HERBICIDE TREATMENT: PRICE PER APPLICATION	HERBICIDE TREATMENT: HERBICIDE TREATMENT ANNUAL PRICE (2X/YEAR)	PALM TREE MAINTENANCE ANNUAL PRICE
45	Town West Boulevard Medians	$ 841.50	$ 1,683.00	$ 1,188.00	$ 2,376.00	$ 1,188.00	$ 2,376.00	$ 6,435.00
46	Coraci Boulevard Medians	$ 357.00	$ 714.00	$ 504.00	$ 1,008.00	$ 504.00	$ 1,008.00	$ 2,730.00
47	McGinnis Avenue Medians	$ 586.50	$ 1,173.00	$ 828.00	$ 1,656.00	$ 828.00	$ 1,656.00	$ 4,485.00
48	Tree Garden Drive Median	$ 127.00	$ 254.00	$ 180.00	$ 360.00	$ 180.00	$ 360.00	$ 974.00
						TOTAL (LINE ITEMS 45-48):		$ 14,624.00

TOTAL CLASS "C" (ITEMS 1-48): $ 191,439.40

Class "D" Maintenance

MOWING

ITEM #	ROAD NAME	SQUARE FOOTAGE	ACREAGE	PRICE PER MOW	NUMBER OF MOWS PER YEAR	MOWING ANNUAL PRICE
1	Taylor Road	233,277	5.36	$ 321.60	24	$ 7,718.40
2	Spruce Creek Road	558,400	12.82	$ 769.20	24	$ 18,460.80
3	Madeline Avenue	609,850	14.00	$ 840.00	24	$ 20,160.00
4	Canal View Boulevard	145,050	3.33	$ 199.80	24	$ 4,795.20
5	Central Park Boulevard	295,396	6.78	$ 406.80	24	$ 9,763.20
6	Clyde Morris Boulevard	203,940	4.68	$ 280.80	24	$ 6,739.20
7	Hensel Road	97,435	2.24	$ 134.40	24	$ 3,225.60
8	Yorktowne Boulevard Median	1,290	0.03	$ 1.80	24	$ 43.20
9	Yorktowne Boulevard Roadsides	207,520	4.76	$ 285.60	24	$ 6,854.40
10	Avon Court Triangle Median	2,500	0.06	$ 3.60	24	$ 86.40
11	Herbert Street	155,611	3.57	$ 214.20	24	$ 5,140.80
12	Train Depot Building (Herbert Street)	41,725	0.96	$ 57.60	24	$ 1,382.40
13	Commonwealth Boulevard	41,285	0.95	$ 57.00	24	$ 1,368.00
14	Oak Street (Dunlawton to Spruce Creek)	33,678	0.77	$ 46.20	24	$ 1,108.80
15	Jackson Street	20,686	0.47	$ 28.20	24	$ 676.80
16	Victoria Gardens Boulevard Medians	1,240	0.03	$ 1.80	24	$ 43.20
17	Victoria Gardens Boulevard Roadsides	28,510	0.65	$ 39.00	24	$ 936.00
18	Hidden Lake Drive	12,736	0.29	$ 17.40	24	$ 417.60
19	Old Hammock Road	14,268	0.33	$ 19.80	24	$ 475.20
20	Pepper Hill Road	6,779	0.16	$ 9.60	24	$ 230.40
21	Highpoint Drive	8,000	0.18	$ 10.80	24	$ 259.20
22	Renner Road	4,272	0.10	$ 6.00	24	$ 144.00
23	Dalford Road	7,226	0.17	$ 10.20	24	$ 244.80
24	Gladys Street	4,610	0.11	$ 6.60	24	$ 158.40
25	Newton Road	6,336	0.15	$ 9.00	24	$ 216.00
26	Bay Ridge Lane Median	9,184	0.21	$ 12.60	24	$ 302.40
27	Martin Road	3,464	0.08	$ 4.80	24	$ 115.20
28	Casey Lane (Dead End)	2,569	0.06	$ 3.60	24	$ 86.40
29	Sugar Forest (3 Medians)	4,800	0.11	$ 6.60	24	$ 158.40
30	Lex Court (Sidewalk & ROW)	4,500	0.10	$ 6.00	24	$ 144.00
31	Kenowood Drive (Medians & ROW)	2,400	0.06	$ 3.60	24	$ 86.40
32	Timberwood Trail (End of Cul-de-sac)	3,500	0.08	$ 4.80	24	$ 115.20
33	Lemon Street Right of Way	5,000	0.11	$ 6.60	24	$ 158.40
34	Norman & Palmetto (ROW)	13,500	0.31	$ 18.60	24	$ 446.40
35	Jackson Street (Green's Fenceline)	35,600	0.82	$ 49.20	24	$ 1,180.80
36	Dog Park on Niver Street	4,000	0.09	$ 5.40	24	$ 129.60
37	Oates Ave (Dead end before sign)	400	0.01	$ 0.60	24	$ 14.40
38	Dubois Ave (Right of Way)	700	0.02	$ 1.20	24	$ 28.80
39	Wood Street (Fenceline before pond)	1,800	0.04	$ 2.40	24	$ 57.60
40	Riverside Dr (ROW at Fox Place)	1,400	0.03	$ 1.80	24	$ 43.20
41	Riverside Dr (ROW at White Place)	1,000	0.02	$ 1.20	24	$ 28.80
42	Riverside Dr (ROW at Warmock)	200	0.00	$ 0.60	24	$ 14.40
43	Cambridge Subdivision (4 empty lots)	47,690	1.09	$ 65.40	24	$ 1,569.60
44	Woods Subdivision (6 empty lots)	81,350	1.87	$ 112.20	24	$ 2,692.80
45	Bay Ridge Lane Median	9,184	0.21	$ 12.60	24	$ 302.40
				TOTAL (LIINE ITEMS 1-45):		$ 98,323.20

TURF MAINTENANCE

MULCH

ITEM #	ROAD NAME	ESTIMATED QUANTITIES CUBIC YARDS	1 X PER YEAR PRICE PER APPLICATION
46	Yorktowne Boulevard Median	10	$ 500.00
47	Victoria Gardens Boulevard Medians	20	$ 1,000.00
	TOTAL (LINE ITEMS 46-47):		$ 1,500.00

SHRUB & GROUNDCOVER MAINTENANCE

GRANULAR FERTILIZER

ITEM #	ROAD NAME	1 X PER YEAR PRICE PER APPLICATION
48	Yorktowne Boulevard Median	$ 11.00
49	Victoria Gardens Boulevard Medians	$ 19.00
	TOTAL (LIINE ITEMS 48-49):	$ 30.00

PALM TREE MAINTENANCE

DISEASE AND INSECT CONTROL (TWICE/YEAR)

ITEM #	ROAD NAME	PESTICIDE TREATMENT (2X/YEAR) PRICE PER APPLICATION	PESTICIDE TREATMENT (2X/YEAR) ANNUAL PRICE	HERBICIDE TREATMENT (2X/YEAR) PRICE PER APPLICATION	HERBICIDE TREATMENT (2X/YEAR) ANNUAL PRICE	PALM TREE MAINTENANCE ANNUAL PRICE
50	Yorktowne Boulevard Median	$ 12.00	$ 24.00	$ 12.00	$ 24.00	$ 48.00
51	Victoria Gardens Boulevard Medians	$ 12.00	$ 24.00	$ 12.00	$ 24.00	$ 48.00
				TOTAL (LINE ITEMS 50-51):		$ 96.00
				TOTAL CLASS "D" (ITEMS 1-51):		$ 99,949.20

GRAND TOTAL - ANNUAL PRICE CLASS "C" AND CLASS "D" MAINTENANCE:	$ 291,388.60

SERVICES TO BE PERFORMED ON AN 'AS NEEDED' BASIS ONLY

TURF MAINTENANCE- PESTICIDE AND HERBICIDE TREATMENTS

TREATMENT TYPE	PRICE PER 100 SQUARE FEET
PESTICIDE	$ 2.50
HERBICIDE	$ 2.50

SHRUB & GROUNDCOVER- PESTICIDE AND HERBICIDE TREATMENTS

TREATMENT TYPE	PRICE PER 100 SQUARE FEET
PESTICIDE	$ 2.50
HERBICIDE	$ 2.50

SECTION 3 – SCOPE OF WORK

STATEMENT OF RESPONSIBILITIES:
The Contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services along City Right-of-Ways.

MAINTENANCE CLASSES:
Because each location requires different levels of service, two classifications of service have been developed. Each classification and number of service visits are outlined below and listed on (Attachment 1) Schedule of Unit Pricing.

Each class provides a general representation of the frequency of turf grass mowings/cuts and other landscape related maintenance tasks. Debris cleanup, edging, blowing, string trimming, weeding, removing or adjusting tree stake kits, and other tasks must be performed with each scheduled visit.

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATE only. The awarded Contractor shall be responsible for all maintenance required in each respective area. Maps showing each area to be serviced are provided as separate attachments and are posted on DemandStar at www.demandstar.com and the City of Port Orange Purchasing Web page at https://www.port-orange.org/bids.aspx.

Class "C" Maintenance - *Number of Site Visits:* A total of thirty-three (33) maintenance visits shall be provided each calendar year. During the peak grow season (April 1 through October 31) each class "C" location shall be serviced twenty-three (23) times. The remaining months each location will be serviced twice per month (10 visits).

- Areas 2 feet or more beyond the sidewalk must be maintained unless maintained by the property owner.

Class "D" Maintenance - *Number of Site Visits:* A total of twenty-four (24) maintenance visits shall be provided each calendar year. Each class "D" location shall be serviced twice per month.

Because the grow season can be unpredictable, the City reserves the right to require additional site services upon request. The City understands that these additional services would be at the City's expense. The price for additional services shall be consistent with bid prices provided by the awarded bidder for each location on (Attachment 1) Schedule of Unit Pricing.

MINIMUM LEVEL OF SERVICE REQUIRED FOR EACH SITE

Bidders shall include the following services in their Cost Per Mow Price on (Attachment 1) Schedule of Unit Pricing:

TRASH/DEBRIS CLEANUP: The Contractor shall be responsible for removing all litter and debris prior to mowing. **Regardless of its source or size, litter and debris shall be removed** from all turf grass areas, parking areas, sidewalks, mulch landscape areas, and shorelines. This includes, but is not limited to: excessive leaves, acorns, blooms, paper, bottles, cans, palm fronds, tree limbs, and Disaster Debris from all sites covered in this bid document. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules and regulations.

MOWING OF TURF GRASS AREAS: All turf grass areas within specified facilities, parks, right-of- ways

(medians and shoulders) including adjacent curb gutters shall be cleaned of all trash and/or debris prior to mowing. Mowing of trash and debris to shred into smaller pieces is not allowed.

All turf grass areas shall be mowed as specified in this document. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise requested by the City. Contractor shall use a sharp blade to prevent burning the grasses. As a rule, heights shall be as follows, but may vary per location:

- St. Augustine -3-3.5 inches
- Argentine Bahia - 3 inches
- Bermuda and Zoysia -1-2 inches

Areas where large mowers are impractical shall be serviced using small push mowers or string trimmers. Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The Contractor shall leave surrounding areas in a clean condition, free of accumulated debris, including but not limited to grass clippings, after each mowing. Large clumps of clippings will be distributed by mechanical blowing or collected and removed. **Blowing debris into storm drains, streets, or ponds is strictly prohibited.** Materials removed from grounds shall be disposed of off-site by the Contractor in a lawful manner.

MAINTENANCE OF CONCRETE AREAS: Concrete areas include but are not limited to: sidewalks, curbs, driveways, aprons, drainage outfalls, gutters, concrete medians, concrete tips, and the joint where concrete meets asphalt. These areas shall be kept free of ALL debris including crack grass from right of way to right of way.

WEEDING OF LANDSCAPE PLANTING BEDS: Weeds, grasses, and other unwanted plant growth shall be **removed** from all mulched planting areas **by hand pulling** to remove the entire root system. The Contractor shall remove subsequent dead plant material as needed. **Weeding of all planting beds shall take place during every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth.** This includes but not limited to pavement, curbs, gutters, concrete medians, sidewalk joints, driveway joints, driveway aprons, mulch beds, rock beds, etc.

EDGING OF TURF GRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment, i.e., a mechanical edger. In the event the service area is unable to be serviced with an edger, a string trimmer shall be used. These areas are including, but not limited to roadways, driveways, curbs, parking areas, walkways, fences, plant beds and tree wells, so that no grass, ground cover or weeds are left extending beyond or over the surface being edged. This includes edging between adjoining beds of dissimilar ground cover types. Edging should not be more than three (3) inches from the mulch of plant beds and tree wells. Chemical edging of plant beds and tree wells is not permitted. Contractor shall leave surrounding areas in a clean condition, free of accumulated debris, including but not limited to grass, after edging.

STRING TRIMMING OF TURF GRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. String trimming around tree trunks with mechanical devices is prohibited. Non-mechanical means must be utilized where string trimming may damage wooden posts, decorative light poles or City property. Ponds, lakes, and ditches(swales) MUST be string trimmed to the water line.

- Areas where crack grass is present, MUST be string trimmed (burned down) and then chemically sprayed to deter new weed growth.
- Areas where growth in swales that are unable to be mowed at time of service, string trimmer MUST be used to trim to water height.

BLOWING OF DEBRIS AND TURF GRASS CUTTINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment, including, but not limited to roadways, driveways, curbs, parking areas, walkways, turf grass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clippings and other organic debris **shall not** be blown into the roadway, ponds, lakes, or storm drains.

- Clumping of turf grass is NOT permitted. If clumping occurs, the Contractor MUST blow to disperse, mulch the clumping, or rake and remove the debris.

ADJUSTING AND REMOVING TREE STAKE KITS: Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The Contractor shall also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting. The Contractor shall notify the City representative to advise of a defective stake kit for immediate replacement.

PRUNING OF ORNAMENTAL SHRUBS AND GROUNDCOVERS: Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements. **Pruning shall be performed monthly. All pruning to be performed in accordance with latest approved ANSI-A300 pruning standards.**

CREPE MYRTLE TREES: Crepe Myrtle trees shall not be pruned, cut back, or tipped. However, at each visit, the Contractor shall be responsible to remove all crisscross, dead, or broken branches. The Contractor shall remove all sucker growth between the root ball and bottom of the tree canopy to maintain a minimum clear trunk height of 7 feet 6 inches.

TREES: Contractor shall maintain all trees within the contracted service area by trimming and lifting up to 7 feet 6 inches and will trim young trees to promote healthy growth patterns. All unwanted growth should be removed at each scheduled site visit to include but NOT limited to sucker branches, moss, ferns, and vines.

REMOVING DEAD PLANT MATERIAL: Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. **The Contractor is responsible to notify the City to determine if a replacement is necessary. The City will determine type/size of replacement. Contractor is only responsible to remove dead ornamental plants as directed by the City.**

ENCROACHMENT: Contractor shall be responsible to maintain the push back of the bushes, weeds, limbs, wood lines, etc. that could be considered "encroachment." Areas considered encroached upon are including, but not limited to, sidewalks, ponds, handrails, and guardrails.

*****End of services included in Cost Per Mow Price in (Attachment 1) Schedule of Unit Pricing.*****

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CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

ADDENDUM # 1
March 21, 2025

ITB #25-10 CITY RIGHT-OF-WAYS-LANDSCAPE SERVICES

To All Bidders:
The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated February 28, 2025 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting a bid and acknowledge such in the bid documents.

A. REVISIONS:

REVISED (ATTACHMENT 1) SCHEDULE OF UNIT PRICING

Line #18 Sweetwater Blvd. is hereby removed from Class "D" Maintenance of the **(Attachment 1) Schedule of Unit Pricing.** Bidders are advised they must complete the City's **REVISED (Attachment 1) Schedule of Unit Pricing**. If Bidder does not complete and include with bid submittal the City's **REVISED (Attachment 1) Schedule of Unit Pricing**, their bid **will** be deemed non-responsive**. REVISED (Attachment 1) Schedule of Unit Pricing** is posted as a separate document on DemandStar at www.demandstar.com and the City of Port Orange Purchasing Web page at https://www.port-orange.org/bids.aspx. **Bidders are hereby cautioned that modifications to an original or Revised (Attachment 1) Schedule of Unit Pricing will be cause to deem the bidder non-responsive.**

REVISED CLASS D MAPS – RIGHT OF WAYS

The existing CLASS D MAPS - RIGHT OF WAYS is hereby replaced with the correct **CLASS D MAPS - RIGHT OF WAYS and** is posted as a separate document on DemandStar at www.demandstar.com and the City of Port Orange Purchasing Web page at https://www.port-orange.org/bids.aspx.

B. CHANGES TO THE ITB:

1) Under **MINIMUM LEVEL OF SERVICE REQUIRED FOR EACH SITE** on pg.11 of the ITB the reference to Zoysia grass is hereby removed.
2) The following paragraph on pg.13 currently reads:
   - TURF GRASS FERTILIZATION: St. Augustine turf grass and Argentine Bahia grass shall receive two (2) pounds of nitrogen per 1,000 square feet during the growing season. Turf grass shall be fertilized with no more than one (1,) pound of nitrogen per 1,000 square feet and shall be applied twice a year. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow-release form. The ratio of nitrogen to potash shall be 1:1 or 2:1. Fertilizer shall be applied twice a year in the months of March and October.

This paragraph is hereby changed to read:

- **TURF GRASS FERTILIZATION:** St. Augustine turf grass and Argentine Bahia grass shall receive two (2) pounds of nitrogen per 1,000 square feet during the growing season. Bermuda turf grass shall be fertilized with no more than one (1,) pound of nitrogen per 1,000 square feet and shall be applied twice a year. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow-release form. The ratio of nitrogen to potash shall be 1:1 or 2:1. Fertilizer shall be applied twice a year in the months of March and October.

C. CLARIFICATIONS

None

D. QUESTIONS AND ANSWERS

Question #1: C Maps and D maps appear to be the same. Can you please check on this and make sure?
ANSWER: Yes, this was an oversight. the original published CLASS C MAPS – RIGHT OF WAYS AND CLASS D MAPS – RIGHT OF WAYS are the same. The correct CLASS D MAPS – RIGHT OF WAYS are posted as a separate document on DemandStar at www.demandstar.com and the City of Port Orange Purchasing Web page at https://www.port-orange.org/bids.aspx.

Question #2: We request the bid tabulation for the previously awarded contract. What is anticipated current budget for this project?
ANSWER: The project's estimated annual spend is $357,202. The bid tabulation request would be provided via a public records request. Please use this link:
https://portorangefl.justfoia.com/Forms/Launch/d705cbd6-1396-49b7-939e-8d86c5a87deb

Question #3: Please provide current contract amount as well as the name of the company who holds the contract now.
ANSWER: The current contract amount and company name request would be provided via a public records request. Please use this link: https://portorangefl.justfoia.com/Forms/Launch/d705cbd6-1396-49b7-939e-8d86c5a87deb

Question #4: During the pre-bid meeting, it was stated that an amendment would be sent correcting the duplicated maps between Class C and D's map files and the Schedule of Unit Pricing. However, no addendum has been posted. Will these corrected maps and pricing sheet replace the original files or be issued as a separate amendment file?
ANSWER: Please see Section A of this addendum.

Question #5, #6: Will amendments be posted to both DemandStar and the City of Port Orange Purchasing web page? If not, which site will amendments be posted to?
ANSWERS: All addenda including Addendum #1 is posted to DemandStar and the City of Port Orange Purchasing web page.

Question #7: Will any pruning be required for palms over 7 feet 6 inches under this contract?
ANSWER: No.

Question #8, #9: Will Bermuda and Zoysia areas be exempt from fertilization requirements? If so, which areas are currently planted with Bermuda and Zoysia?

ANSWERS: All references of Zoysia grass are hereby removed from ITB #25-10. Bermuda grass is not exempt from fertilization requirements. Bermuda grass is hereby added to TURF GRASS FERTILIZATION paragraph on page 13 of the ITB.

Question #10: Please provide a count of newly planted trees that will requires stake adjustment and removal during the course of this contract.
ANSWER: Currently, there are no newly planted trees.

Question #11: Please provide current contract.
ANSWER: The current contract request would be provided via a public records request. Please use this link:
https://portorangefl.justfoia.com/Forms/Launch/d705cbd6-1396-49b7-939e-8d86c5a87deb

Question #12: Please provide previous bid tab.
ANSWER: The bid tabulation request would be provided via a public records request. Please use this link:
https://portorangefl.justfoia.com/Forms/Launch/d705cbd6-1396-49b7-939e-8d86c5a87deb

Question #13, #14: Are contractors only required to mow 2 ft. beyond the sidewalk? If no sidewalk, should we only maintain 2 ft. from the curbs/street?
ANSWER: Please refer to pg. 10 of the ITB, Class C Maintenance; "Areas 2 feet or more beyond the sidewalk must be maintained unless maintained by the property owner." If no sidewalk is present, refer to the maps included with the published bid. Areas must be maintained up to the tree line or property lines of a business or residential property. The C maps and D maps detail the Right-of-Ways with the colored lines drawn and the colorization of the medians. Bidders are encouraged to inspect each area prior to submitting their bid.

Question #15: Please consider Disaster Debris pickup be priced additionally. There is no way to accurately quantify this as it is dependent upon unforeseen and unquantifiable factors and circumstances. This could be provided as a separate hourly rate.
ANSWER: All service requirements outlined in MINIMUM LEVEL OF SERVICE REQUIRED FOR EACH SITE on p. 10 of the ITB are to be included in Bidders Cost Per Mow price on the REVISED (Attachment 1) Schedule of Unit Pricing.

Question #16: Can the turf type, per location, be provided?
ANSWER: No. Bidders are encouraged to inspect each area before submitting a bid.

Question #17: How many total Crepe Myrtle trees are there, per location, which will need to be pruned?
ANSWER: No Crepe Myrtle trees are to be pruned. Please refer to "CREPE MYRTLE TREES" that states "However, at each visit, the Contractor shall be responsible to remove all crisscross, dead, or broken branches". The quantity of Crepe Myrtles in the Right-of Ways locations is currently unknown. Bidders are encouraged to inspect each area before submitting a bid.

Question #18: Do you anticipate having to remove mulch at any or all locations?
ANSWER: All mulched areas shall be replenished once a year between the winter months of January to March. The Contactor shall remove all existing/old mulch. Refer to "LANDSCAPE MULCHING" pg. 14.

Question #19: It is stated on pg. 14 of 81 that the City inspector/representative will decide what type of mulch is to be installed. Can the mulch type that is anticipated for each location be provided to the bidders now? Based on the type of mulch, the quantities, required equipment and labor would vary and thus impact the costs associated.
ANSWER: Currently, all Right-of-Ways Red Mulch.

Question #20: Please confirm that contractors are only required to repair irrigation damaged by the contractor's activities, and that ongoing monitoring and adjustments is outside of this scope of work.
ANSWER: Yes. Please see "IRRIGATION SYSTEMS" on pg. 15 of the ITB.

In all other respects, except as specifically stated herein, the subject ITB #25-10 CITY RIGHT-OF-WAYS LANDSCAPE MAINTENANCE SERVICES remains the same.

END OF ADDENDUM #1

Joseph Castro
Buyer
jcastro@port-orange.org

Williamson Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
Roscoe Turner to School
S Williamson Blvd
Airport RD
Roscoe Turner Trail
Sterling Chase Dr
Whispering Wind Ct
Google Earth
900 ft
N

Williamson Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
Ashton Point Apartments to Roscoe Turner
Ashton Lakes Blvd
Cattail Creek Ln
Cypress Creek Ln
S Williamson Blvd
Airport Rd
Golf View Dr
Google Earth
1000 ft
N

Williamson Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
School to Bridge
S Williamson Blvd
Martin Rd
Google Earth
700 ft
N

Williamson Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
Bridge to Sawgrass/Summer Trees
Anita St
Hickory Grove Ln
Google Earth
400 ft
N

Williamson Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
School to Bridge
S Williamson Blvd
Martin Rd
Google Earth
N
700 ft

Williamson Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
Bridge to Sawgrass/Summer Trees
Hickory Grove Ln
Anita St
Williamson Blvd
Google Earth
400 ft
N

Williamson Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
Sawgrass to North End of Sawgrass
Sawgrass Rd
Grey Blanket Dr
Cypress Pond Rd
Cricket Wood Ct
Magnolia Loop
Summer Trees Rd
Dusk Meadow Trail
Spirit Point Dr
Google Earth
800 ft

Williamson Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
Taylorwoods to Dunlawton
4009
Woodpoint Place
S. Williamson Blvd
Google Earth
© 2018 Google
500 ft
N

Williamson Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
Dunlawton to US Foods
Google Earth
900 ft
N

Airport Rd
Right of Way (varies) and Medians
Mows Per Year: 32
North Side- Concrete wall to Sabal Creek Property
South Side-Airport Rd Park Ditch to Williamson. Exclude Waters Edge and Cypress Head Properties
Airport Rd
Waters Edge Blvd
Mike Ct
Tammy Ct
Google Earth
1000 ft
N

Summer Trees Rd
Right of Way (varies), Medians, and Pond
Mows Per Year: 32
Crooked Pine north to Williamson
4000
421
Summer Trees Rd
Crooked Pine Rd
Windsor Hill Dr
Surrey Park Dr
Google Earth
800 ft
N

Town West Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
Oceanstone to Coraci
Town W Blvd
Google Earth
600 ft
N

Town West Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
Tomoka Farms to Oceanstone
415
Tomoka Farms Rd
Town W Blvd
Google Earth
N
600 ft

Town West Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
Coraci to Fire Station
Google Earth
600 ft
N

Town West Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
Fire Station to Williamson
4009
Southern Retail Dr
Southern Retail Way
Southern Retail Ln
Town W Blvd
Southern Retail Ct
Palm Dr
Island Way
Google Earth
© 2018 Google
800 ft
N

Coraci Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
Cove Point to End
Coraci Blvd
Marina Run Dr
Google Earth
400 ft
N

Coraci Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
Town West to Cove Point
Coraci Blvd
Cove Point Rd
Yellow Dr
Oak Bluffs Ave
Google Earth
500 ft
N

McGinnis Ave
Right of Ways and Medians (ROW varies)
Mows Per Year: 32
Williamson to Old Walker Way
4009
McGinnis Ave
Georgia Peach Ave
Google Earth
© 2018 Google
N
400 ft

McGinnis Ave
Right of Ways and Medians (ROW varies)
Mows Per Year: 32
Old Walker Way to Dead End
Google Earth
600 ft
N

Willow Run Blvd
Right of Ways and Medians (ROW varies)
Mows Per Year: 32
Clyde Morris to Tracy Dr
Willow Run Blvd
Blue Bell Dr
Laguilly Ln
Kane Dr
Morgan Rd
Google Earth
600 ft
N

Willow Run Blvd
Right of Ways (varies)
Mows Per Year: 32
Tracy Dr to Robbin Dr
Willow Run Blvd
Melissa Dr
Robbin Dr
Tracy Dr
Google Earth
690 ft
N

Willow Run Blvd
Right of Ways (varies)
Mows Per Year: 32
Robbin Dr to Hidden Lakes Dr
Willow Run Blvd
Peeta Dr N
Peeta Dr E
Peeta Dr W
Gale Ct
Gale Ln
Hidden Lake Dr
Robin Dr
Melissa Dr
Google Earth
© 2018 Google
600 ft
N

Willow Run Blvd
Right of Ways (varies)
Mows Per Year: 32
Hidden Lakes Dr to Williamson
4009
Willow Run Blvd
Google Earth
900 ft
N

Fitzgerald Medians
7 Medians
Mows Per Year: 32
Frederick Ave to Isabelle Ave
Frederick Ave
Conrad Ave
Pinsland Ave
Isabelle Ave
Fitzgerald St
Conrad St
400 ft
N
Google Earth

Conrad Medians
8 Medians
Mows Per Year: 32
Frederick Ave to Isabelle Ave
Frederick Ave
Isabelle Ave
Niver St
300 ft
N
Google Earth

Roberts Medians
9 Medians
Mows Per Year: 32
Orange Ave to Dead End
Orange Ave
Pineland Ave
Taylor Ave
Isabella Ave
Rogers Ave
Roberts St
Google Earth
400 ft
N

Tree Garden Medians
Right of Way Corner - 3 Medians
Mows Per Year: 32
Nova Rd to Sand Crest
Nova Rd
Sand Crest Dr
Sandy Woods Dr
Mill Run Ln
5A
Google Earth
400 ft
N

Wiltshire/Countryside Medians
5 Medians
Mows Per Year: 32
Spruce Creek to Trailwood
Wiltshire Blvd
Countryside Dr
Leisure Cir
Quail Ct
Pinerock Pl
Trailwood Dr
Google Earth
© 2018 Google
500 ft
N

Merrimac Medians
7 Medians
Mows Per Year: 32
Whiporwill Dr to Trailwood Dr
Google Earth
© 2018 Google
600 ft
N

Sugar Forest Medians

Sugar Forest Medians

Sugar Forest Medians

Hills Blvd Medians
1 Median
Mows Per Year: 32
Hills Blvd @ Hensel Rd
Hensel Rd
Hensel Rd
Hills Blvd
Google Earth
N
300 ft

Kingswood Way
Medians
2 Medians
Mows Per Year: 32
483
York Way
Google Earth
200 ft
N

Coral Way Median
1 Median
Mows Per Year: 32
441
Coral Way
Google Earth
200 ft
N

Talo Median
1 Median
Mows Per Year: 32
Talo Ct
S Pompano Dr
Google Earth
200 ft
N

Peninsula Dr
Right of Way
Mows Per Year: 32
Dunlawton Bridge to Demotte Ave
(West side ONLY)
Peninsula Dr
Demotte Ave
Google Earth
© 2018 Google
N
200 ft

Peninsula Pump
Right of Way
Mows Per Year: 32
S Peninsula Dr
Google Earth
© 2018 Google
200 ft
N

RIGHTS OF WAY MAINTENANCE LEVELS

Class "D" Maintenance

ALL PRICING SHALL BE IN ACCORDANCE WITH SECTION 3 - SCOPE OF SERVICES AND REQUIREMENTS

MOWING | TURF MAINTENANCE | TREE & SHRUB MAINTENANCE | PALM TREES

	ROAD NAME	SQUARE FOOTAGE	ACRES	COST PER MOW	Total Mows Per Year	TOTAL ANNUAL COST	MULCH: Estimated Quantities Cubic Yards	MULCH: COST PER APPLICATION	GRANULAR FERTILIZER: COST PER APPLICATION	GRANULAR FERTILIZER: NUMBER OF TIMES PER YEAR	GRANULAR FERTILIZER: TOTAL ANNUAL COST	PESTICIDE TREATMENT: TOTAL ANNUAL COST	HERBICIDE TREATMENT: TOTAL ANNUAL COST	GRANULAR FERTILIZER: IX PER YEAR TOTAL ANNUAL COST	PESTICIDE TREATMENT: TOTAL ANNUAL COST	HERBICIDE TREATMENT: TOTAL ANNUAL COST	GRANULAR FERTILIZER "PALM SPECIAL": COST PER APPLICATION	GRANULAR FERTILIZER "PALM SPECIAL": NUMBER OF TIMES PER YEAR	GRANULAR FERTILIZER "PALM SPECIAL": TOTAL ANNUAL COST	Total Annual Cost All Applications
28	Taylor Road	233,277			24		N/A	N/A	N/A	N/A		N/A	N/A		N/A		N/A	N/A	N/A	
29	Spruce Creek Road	544,407	12.82		24		N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	
30	Madeline Avenue	609	14		24		N/A		N/A	N/A	N/A	N/A		N/A	N/A	N/A			N/A	
31	Canal View Boulevard	145,200	3.33		24		N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
32	Central Park Boulevard	295,396	6.781		24		N/A	N/A				N/A	N/A	N/A		N/A	N/A	N/A	N/A	
33	Town Morris Boulevard	203,940	4.68		24		N/A	N/A		N/A			N/A		N/A		N/A	N/A		
34	Hensel Road	97,435	2.237		24			N/A	N/A	N/A			N/A				N/A	N/A		
35	Yorktown Boulevard Median	1,290	0.03		24		10		N/A	N/A	N/A	N/A					N/A	N/A	N/A	
36	York Town Boulevard Roadsides	207,520	4.764		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
37	Avon Court Triangle Median	2,500	0.057		24				N/A		N/A		N/A	N/A		N/A	N/A	N/A	N/A	
38	Herbert Street	155,672	72		24		N/A		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
39	Train Depot Building	41,725	0.958		24			N/A	N/A		N/A		N/A	N/A		N/A	N/A	N/A	N/A	
40	Commonwealth Boulevard	41,348	948		24		N/A		N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	
41	Oak Street to Spruce Creek	33,678	0.773		24		N/A	N/A		N/A	N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	
42	Jackson Street	20,686	0.475		24		N/A			N/A	N/A	N/A	N/A				N/A	N/A	N/A	
43	Victoria Gardens Boulevard Medians	1,240	0.028		24		20		N/A	N/A	N/A	N/A	N/A				N/A	N/A	N/A	
44	Victoria Gardens Boulevard Roadsides	28,510	0.654		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
45	Hidden Lake Drive	11,736	0.292		24		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
46	Old Hammock Road	14,268	0.328		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A	N/A	
47	Pelican Hill Road	6,779	0.156		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
48	Applegate Drive	8,000	0.184		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
49	Rennie Road	4,272	0.098		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
50	Dalford Road	7,226	0.166		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
51	Gladys Street	4,616	106		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
52	Newton Road	6,336	0.145		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
53	Bay Ridge Lane Median	9,184	0.211		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
54	Martin Road	464	0.01		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
55	Casey Lane (Dead End)	2,569	0.059		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
56	Ridge Forest (3 Medians	4,800	0.11		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
57	Lex Court (Sidewalk & ROW)	4,500	0.103		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
58	Kenowood Drive (Medians & ROW	2,400	0.055		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
59	Timberwood Trail (Cul-de-sac	3,500	0.08		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
60	Lemon Street (Right of Way)	5,000	0.115		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
61	Norman & Palmetto ROW	13,500	0.31		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
62	Jackson Street (Green's Fenceline	35,600	0.817		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
63	Park on River Street	4,000	0.092		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
64	Oates Ave (Dead end Information Sign)	400	0.009		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
65	DuBois Ave (Right of Way)	700	016		24	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
66	Wood Street (Fenceline behind wood)	1,800	0.041		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
67	Riverside Dr (ROW at Fox Place)	1,400	0.032		24	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
68	Riverside Dr (ROW at White Place	1,000	0.023		24	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
69	Riverside Dr (ROW at Warmock	200	0.005		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
70	Cambridge Subdivision (4 empty lots	47,690	1.095		24	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
71	Woods Subdivision (4 empty lots	81,350	1.868		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
72	Bay Ridge Lane Median	9,184	0.211		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
																Grand Total (Line Items 35-58)			$	-
																Annual Grand Total			$	-

Note: "N/A" indicates a specific task is NOT performed; therefore, NO cost figure should be entered.

Taylor Rd
Right of Way(varies) and 1 Median
Mows Per Year: 24
Duntawton to Yorktowne
421
Taylor Rd
Google Earth
N
300 ft

Taylor Rd
Right of way(varies)
Mows Per Year: 24
Yorktowne to Sweetwater
Taylor Rd
Google Earth
© 2016 Google
300 ft
N

Taylor Rd
Right of way(varies)
Mows Per Year: 24
Sweetwater to Clyde Morris
Taylor Rd
483
Google Earth
400 ft
N

Taylor Rd
Right of way(varies)
Mows Per Year: 24
Clyde Morris to Nob Hill
483
Taylor Rd
Spruce Creek Woods Dr
Nob Hill Blvd
Google Earth
© 2016 Google
400 ft
N

Taylor Rd
Right of way(varies)
Mows Per Year: 24
Nob Hill to Hensel
Nob Hill Blvd
Pleasant Ridge Dr W
Hensel Dr
600 ft
N
Google Earth

Taylor Rd
Right of way(varies)
Mows Per Year: 24
Hensel to Country Ln
Google Earth
600 ft
N

Taylor Rd
Right of way(varies)
Mows Per Year: 24
Country Ln to Raintree
Country Ln
Fieldstone Ct
Byron Rd
Raintree Dr
Google Earth
700 ft
N

Taylor Rd
Right of way(varies)
Mows Per Year: 24
Devon to Spruce Creek
Avon St
Google Earth
400 ft
N

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
City Line to Oak River
Spruce Creek Rd
Google Earth
© 2018 Google
500 ft
N

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Oak River to Del Mar
Spruce Creek Rd
Yosemite Dr
Riverwood Dr
Google Earth
500 ft
N

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Del Mar to Cove
Sun Lake Dr
Spruce Creek Rd
Palmas Dr
Google Earth
N
500 ft

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Cove to Central Park
Samara Rd
Gladys Ct
Vaughn Rd
Cove Ct
Galen Ct
Spruce Creek Rd
Google Earth
© 2018 Google
500 ft
N

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Central Park to Lone Oak
Lone Oak Dr
Spruce Creek Rd
Hatteras Dr
Central Park Blvd
Google Earth
© 2016 Google
500 ft
N

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Lone Oak to Merrimac
Merrimac Dr
Apple Ct
Whippoorwill Dr
Drawview Square
Saybrook St
Brandon Ln
Spruce Creek Rd
Lone Oak Dr
Google Earth
© 2018 Google
N
500 ft

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Merrimac to Westminster
Westminster Dr
Nevada Dr
Spruce Creek Rd
Tonia Dr
S Brighton Dr
Hamlet Dr
Spruceview Dr
Hopi Ct
Woodstock Dr
Apple Ct
Merrimac Dr
Google Earth
© 2018 Google
N
500 ft

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Westminster to Abby
Abbey Ln
Abbey Ln
Dover Ct
Kent Ct
N Brighton Dr
Spruce Creek Rd
Westminster Dr
Leisure Cir
Sagewood Dr
Countryside Dr
Google Earth
© 2018 Google
N
500 ft

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Abby to Taylor
Wiltshire Blvd
Abbey Ln
Abby Ln
Leisure Cir
Google Earth
© 2018 Google
500 ft
N

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Taylor to Laurie
Sandy Palm Dr
Palm Pl E
S Greenway Dr
Spruce Creek Rd
Greenside Ave
Millbrook Ave
Taylor Rd
Google Earth
© 2013 Google
500 ft
N

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Laurie to Parkwood
Spruce Creek Rd
Vagabond Dr
Sparton Ave
Laurie Ave
Google Earth
600 ft
N

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Parkwood to Nova
5A
Google Earth
400 ft
N

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Chamberlin to Royal Palm
Marshfield Dr
Wilson Dr
Briant Dr
Newman Dr
Chamberlin Blvd
Google Earth
600 ft
N

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Royal Palm to Commonwealth
Woodbolt Dr
Spruce Creek Rd
Royal Palm Cir
Google Earth
600 ft
N

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Sanders to Jackson
Jackson St
Alder Dr
Spruce Creek Rd
Sanders Rd
Google Earth
500 ft
N

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Jackson to Eastport
Jackson St
Google Earth
N
500 ft

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Eastport to Selin
Spruce Creek Rd
Eastport Park Way
600 ft
N
Google Earth

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Selin to Dunlawton
421
Oak St
Google Earth
© 2018 Google
600 ft
N

Madeline
Right of Ways (varies)
Mows Per Year: 24
McDonald to Country Walk
Madeline Ave
Reservation Ct
Sugar House Ct
Sugar House Dr
McDonald Rd
Google Earth
400 ft
N

Madeline
Right of Ways (varies)
Mows Per Year: 24
Country Walk to Pepper Hill
Google Earth
400 ft
N

Madeline
Right of Ways (varies)
Mows Per Year: 24
Pepper Hill to Jackson
Madeline Ave
Indigo Ct
Sugar House Dr
Google Earth
400 ft
N

Madeline
Right of Ways (varies)
Mows Per Year: 24
Jackson to Nova
Sugar House Dr
5A
Google Earth
© 2015 Google
N
400 ft

Madeline
Right of Ways (varies)
Mows Per Year: 24
Lazy Hammock to Kon Tiki
Google Earth
400 ft
N

Madeline
Right of Ways (varies)
Mows Per Year: 24
Kon Tiki to Greenfield
Fall Dr
Madeline Ave
Greenfield Dr
Alcala Terrace
Barefoot Trail
Sand Pebble Cir
Google Earth
400 ft
N

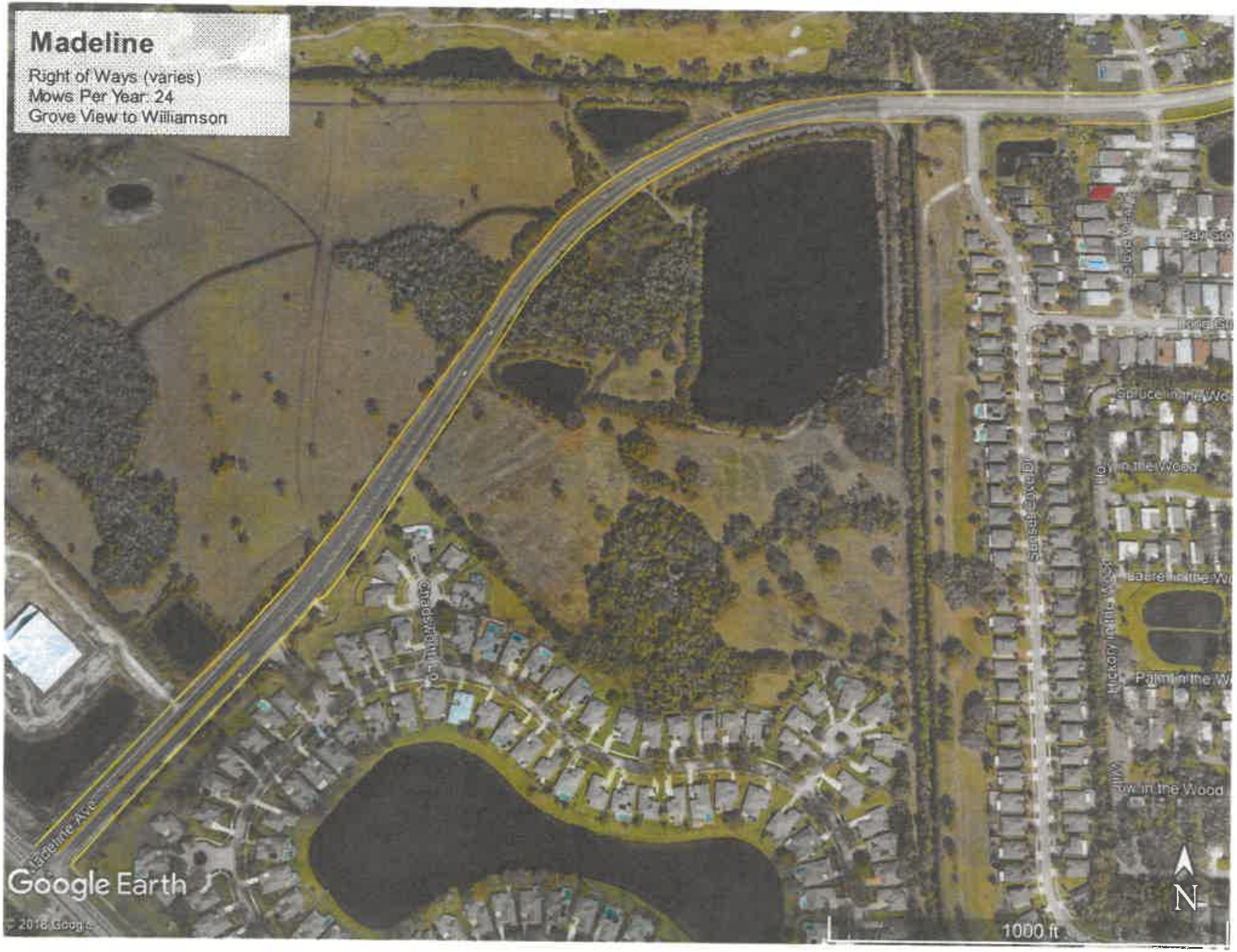
Madeline
Right of Ways (varies)
Mows Per Year: 24
Greenfield to Indian Hill
Madeline Ave
Dove Ave
Bassler Ave
Autumn Trail
Google Earth
400 ft
N

Madeline
Right of Ways (varies)
Mows Per Year: 24
Indian Hill to Bruner
Madeline Ave
Bruner Rd
Indian Hill Dr
Google Earth
500 ft
N

Madeline
Right of Ways (varies)
Mows Per Year: 24
Bruner to Clyde Morris
Madeline Ave
Clyde Morris Blvd
Bruner Rd
Sonningdale Dr
Google Earth
500 ft
N

Madeline
Right of Ways (varies)
Mows Per Year: 24
Clyde Morris to Long Grove
483
Google Earth
© 2018 Google
500 ft
N

Madeline
Right of Ways (varies)
Mows Per Year: 24
Long Grove to Grove View
Madeline Ave
Grove View Ln
Google Earth
N
500 ft

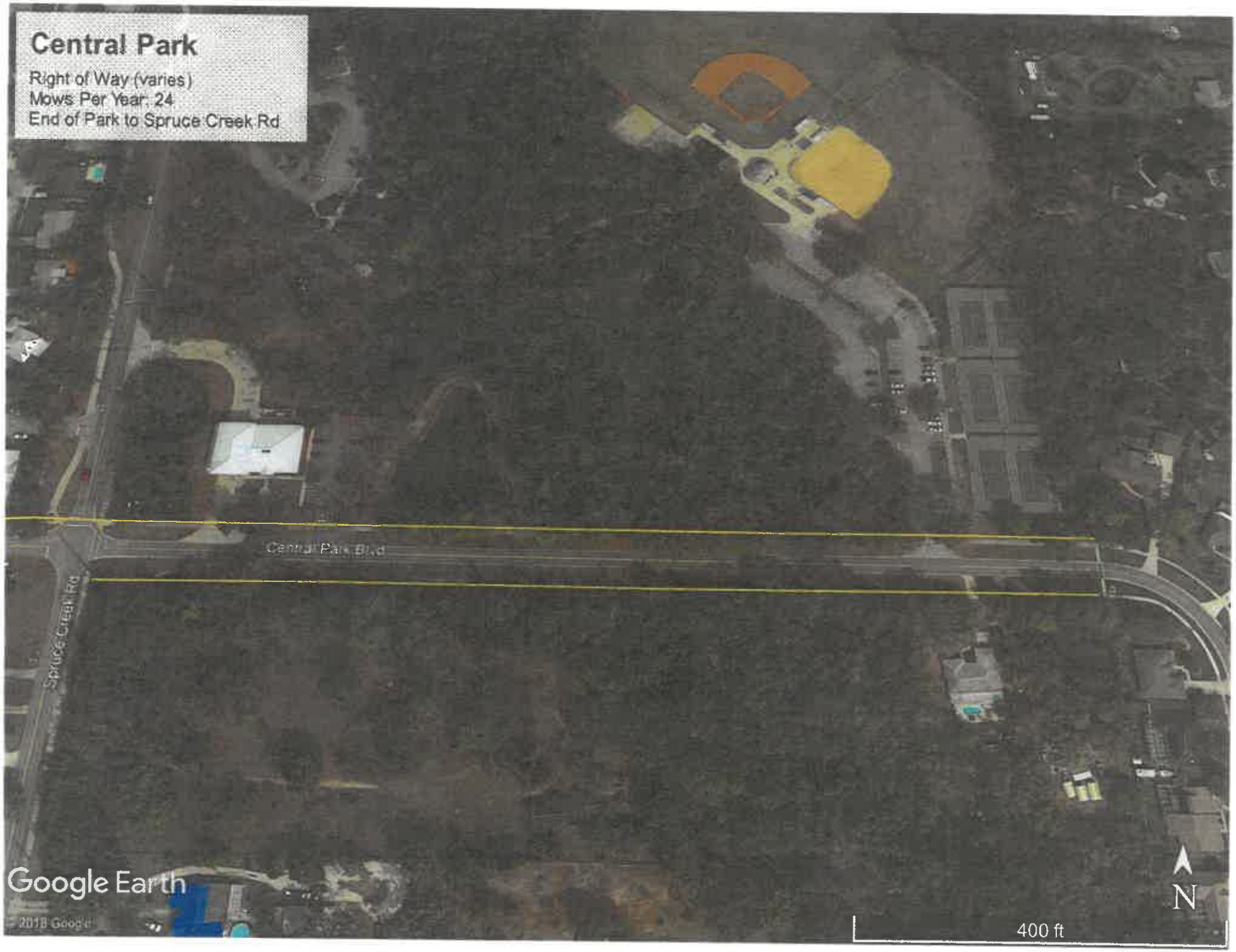

Madeline
Right of Ways (varies)
Mows Per Year: 24
Grove View to Williamson
Madeline Ave
Google Earth
© 2018 Google
1000 ft
N

Canal View
Right of Ways (varies)
Mows Per Year: 24
Nova to Dunlawton
Canal View Blvd
Canal St
Google Earth
1000 ft
N

Central Park
Right of Way (varies)
Mows Per Year: 24
Park Ridge Dr to Broken Bow
Retention
Park Ridge Dr
Planters Ct
Google Earth
© 2018 Google
400 ft
N

Central Park
Right of Way (varies)
Mows Per Year: 24
Spruce Creek Rd to Newton Rd
Amy Lee Cir
Spruce Creek Rd
Newton Rd
Google Earth
N
400 ft

Central Park
Right of Way (varies)
Mows Per Year: 24
Newton Rd to Park Ridge Dr
Central Park Blvd
Park Ridge Dr
Planera Ct
Penrose Ct
Prospect Point Dr
Penrose St
Penrose Ct
Amy Lee Cir
Penam Dr
Newton Rd
Google Earth
© 2018 Google
400 ft
N


Central Park
Right of Way (varies)
Mows Per Year: 24
End of Park to Spruce Creek Rd
Central Park Blvd
Spruce Creek Rd
Google Earth
© 2018 Google
N
400 ft

Clyde Morris
Right of way(varies)
Mows Per Year: 24
Taylor to Dunlawton
483
Clyde Morris Blvd
Stewart Ave
Sweetwater Blvd
Taylor Rd
Google Earth
1000 ft
N

Hensel Rd
Right of way(varies)
Mows Per Year: 24
Bayridge to Taylor Rd
Google Earth
N
500 ft

Hensel Rd
Right of way(varies)
Mows Per Year: 24
Vista View to Bayridge
Bayridge Ln
Vista View Cir
Hensel Rd
Google Earth
© 2018 Google
N
400 ft

Hensel Rd
Right of way(varies)
Mows Per Year: 24
Hills Blvd to Vista View
Hensel Rd
Rocko Rd
Hills Blvd
Google Earth
400 ft
N

Hensel Rd
Right of way(varies)
Mows Per Year: 24
Highpoint to Hills Blvd
Hensel Rd
Hawks Ridge Rd
Highpoint Dr
Seminole Woods Dr
Google Earth
N
400 ft

Hensel Ext.
Right of way(varies)
Mows Per Year: 24
Central Park to Pringle
Central Park Blvd
Brecken ridge Dr
Pringle Rd
Hensel Rd
Google Earth
© 2018 Google
500 ft
N

Yorktowne Blvd
Right of Ways (varies) and Median
Mows Per Year: 24
Dunlawton to Apartment Complex
421
Yorktowne Blvd
Dunlawton Ave
N
Google Earth
© 2013 Google

Yorktowne Blvd
Right of Ways (varies)
Mows Per Year: 24
Apartment Complex to Bourbon
Bourbon St
Google Earth
400 ft
N

Yorktowne Blvd
Right of Ways (varies)
Mows Per Year: 24
Bourbon to Dorsiere
Yorktowne Blvd
95
Google Earth
N
400 ft

Yorktowne Blvd
Right of Ways (varies)
Mows Per Year: 24
Dorsiere to Hidden Lake
Yorktowne Blvd
95
Google Earth
© 2018 Google
400 ft
N

Avon Ct Median
1 Median
Mows Per Year: 24
Avon St
Avon Ct
Bellamy Ave
Trailer Square
Google Earth
300 ft
N

Herbert
Right of Ways (varies)
Mows Per Year: 24
Jackson to Nova
5A
Google Earth
300 ft
N

Herbert
Right of Ways (varies)
Mows Per Year: 24
Nova to Old Hammock
Old Hammock Rd
Herbert St
Google Earth
400 ft
N

Herbert
Right of Ways (varies)
Mows Per Year: 24
Old Hammock to Silver Sands Middle
Herbert St
Google Earth
400 ft
N
W Sammis Ave

Herbert
Right of Ways (varies)
Mows Per Year: 24
Silver Sands Middle to Tumbler
Google Earth
N

Herbert
Right of Ways (varies)
Mows Per Year: 24
Tumbler to Terrace Village
Google Earth
© 2015 Google
400 ft
N

Herbert
Right of Ways (varies)
Mows Per Year: 24
Terrace Village to Clyde Morris
483
Google Earth
400 ft
N

Herbert Train Depot
Right of Ways (varies)
Mows Per Year: 24
Google Earth
200 ft
N

Commonwealth
Right of Ways (varies)
Mows Per Year: 24
Spruce Creek to RR Cross
Commonwealth Blvd
Spruce Creek Rd
Tropical Cir
Royal Palm Cir
Skyview St
Wood St
Google Earth
600 ft
N

Commonwealth
Right of Ways (varies)
Mows Per Year: 24
Frederick to Westridge
Beverly St
Fitzgerald St
Frederick Ave
Commer Ave
Pineland Ave
Isabella Ave
Taylor Ave
Google Earth
© 2018 Google
600 ft
N

Oak St
Right of Ways (varies)
Mows Per Year: 24
Dunlawton to Spruce Creek
421
Dunlawton Ave
Dunlawton Ct
Google Earth
N
400 ft

Jackson
Right of Ways (varies)
Mows Per Year: 24
Madeline to Sweetgum
Jackson St
Sweetgum St
Google Earth
300 ft
N

Jackson
Right of Ways (varies)
Mows Per Year: 24
Herbert to Canal View
Canal View Blvd
Jackson St
Google Earth
© 2018 Google
N
300 ft

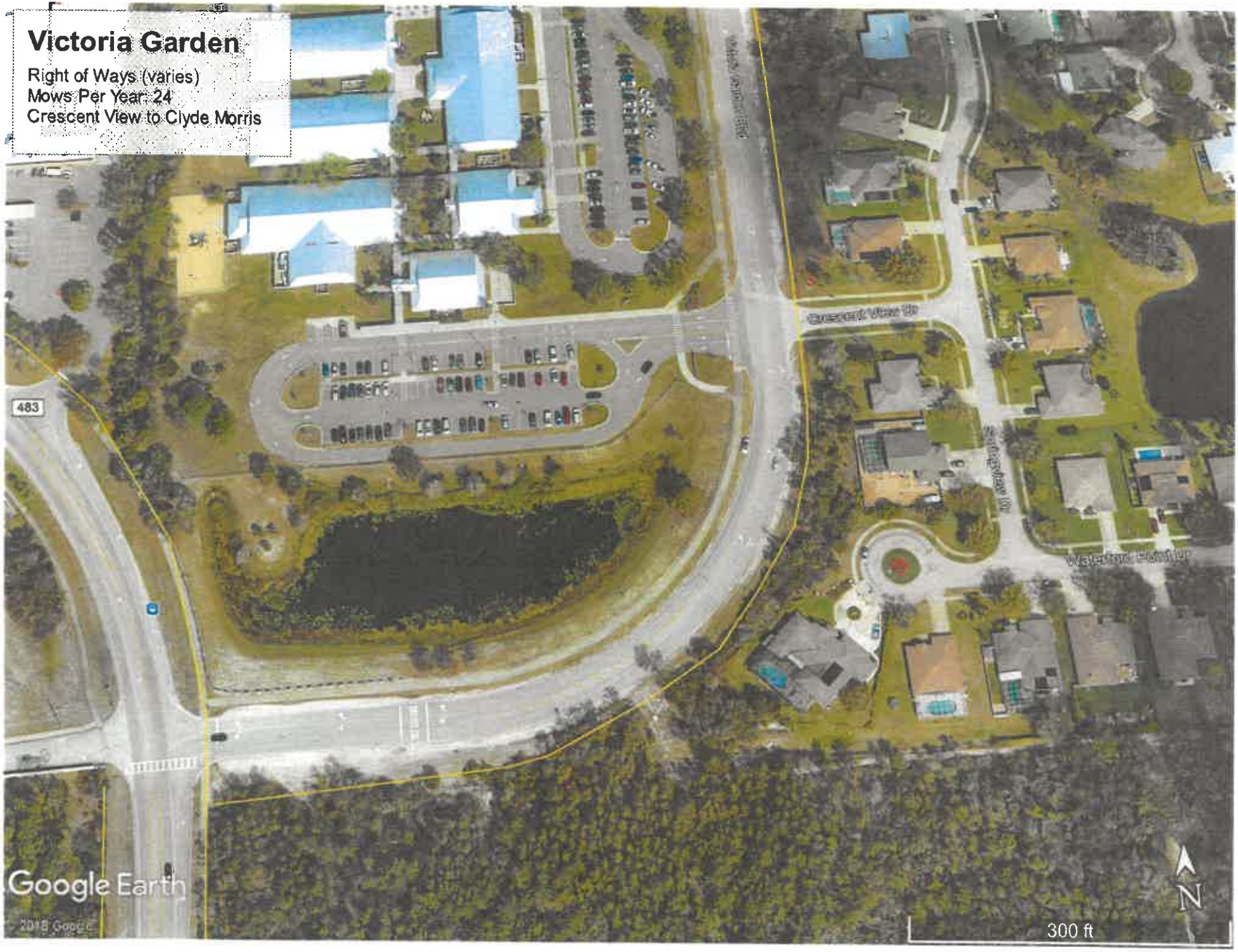
Jackson
Right of Ways (varies)
Mows Per Year: 24
Canal View to Samms
Samms Ave
Jackson St
Parker St
Google Earth
300 ft
N

Jackson
Right of Ways (varies)
Mows Per Year: 24
Samms to Dianne
Jackson St
Jackson St
5A
Google Earth
© 2018 Google
N
300 ft

Jackson
Right of Ways (varies)
Mows Per Year: 24
Dianne to Oak
Google Earth
© 2018 Google
300 ft
N

Victoria Garden
Right of Ways (varies) & 2 Median
Mows Per Year: 24
Dunlawton to Apple View
Google Earth
400 ft
N

Victoria Garden
Right of Ways (varies)
Mows Per Year: 24
Apple View to Crescent View
Victoria Garden Blvd
Crescent View Dr
Google Earth
400 ft
N


Victoria Garden
Right of Ways (varies)
Mows Per Year: 24
Crescent View to Clyde Morris
483
Crescent View Dr
Waterfront Dr
Google Earth
2018 Google
N
300 ft

Hidden Lake
Right of Ways Edge of Sidewalk
to Edge of Sidewalk
Mows Per Year: 24
Yorktowne to Canal
Schoolhouse Dr
Google Earth
300 ft
N

Old Hammock
Right of Ways (varies)
Mows Per Year: 24
Old Hammock Rd
Golden Gate Cir
Carla Cir
Heath St
Google Earth
400 ft
N

Pepper Hill
Right of Ways (varies)
Mows Per Year: 24
Madeline to Hudson
Pepper Hill Rd
Madeline Ave
Google Earth
© 2018 Google
300 ft
N

Pepper Hill
Right of Ways (varies)
Mows Per Year: 24
Hudson to Dead End
Hudson Ln
Pepperhill Rd
Google Earth
© 2018 Google
300 ft
N

Highpoint Dr
Right of way(varies)
Mows Per Year: 24
Hensel to Waterhouse
Highpoint Dr
Waterhouse Ct
Google Earth
200 ft
N

Renner Rd
Fence Line
Mows Per Year: 24
Spruce Creek Rd to Dalford Rd
Vaughn Rd
Renner Rd
Half Moon Dr
Google Earth
N
300 ft

Dalford Rd
Right of way corner/retention ditch
Mows Per Year: 24
@ Newton Rd
Dalford Rd
Newton Rd
Gladys St
Samara Rd
Google Earth
© 2018 Google
200 ft
N

Gladys Street & Newton Road (Corners)
Image © 2025 Airbus

Bayridge Ln
Median
1 Median
Mows Per Year: 24
@ Hensel
Bayridge Ln
Hensel Rd
Google Earth
© 2018 Google
200 ft
N

Martin Road

Casey Lane

Sugar Forest Medians

Sugar Forest Medians

Sugar Forest Medians

Lex Court

Kenowood Drive

Timberwood Drive

Lemon Street

Norman Street & Palmetto Street (Corners)

Jackson Street (Green's Fenceline)

Niver Street (Dog Park)

Oates Avenue

Dubois Avenue

Wood Street (Fenceline)

Riverside at Fox Place

Riverside at White Place

Riverside at Warnock Place

Cambridge Subdivision (4 Empty Lots)

Woods Subdivision (6 Empty Lots)

EXHIBIT "2"

Payment and Performance Bond

Consisting of 3 Pages

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor:	Brightview Landscape Services, Inc.
Principal Business Address:	980 Jolly Road Suite 300 Blue Bell, Pennsylvania 19422
Contact Person:	Michael Dozier, President
Phone Number:	(689) 306-8015

SURETY: _____
Address: _____
_____
Contact Person: _____
Phone Number: _____

OWNER:	City of Port Orange, Florida, a chartered municipal corporation 1000 City Center Circle Port Orange, Florida 32129-4144
Contact Person:	City Manager
Phone Number:	(386) 506-5501

Amount: **$291,388.60** **City Case/Project No. ITB 25-10 City Rights of Way Landscape Maintenance Service**

Description of Work: ITB 25-10 City Rights of Way Landscape Maintenance Services

Project Location: Various locations within the City of Port Orange, Volusia County, Florida

Legal Description: Various locations within the City of Port Orange, Volusia County, Florida

Front Page

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

Brightview Landscape Services, Inc.

ITB 25-10 City Rights of Way Landscape Maintenance Services

Bond No._____

COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **BRIGHTVIEW LANDSCAPE SERVICES, INC.** as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **TWO HUNDRED NINETY-ONE THOUSAND THREE HUNDRED EIGHTY-EIGHT AND 60/100 DOLLARS** (**$291,388.60**), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services having an effective date of _____, entered into by and between the Principal and the City, for major thoroughfare landscape maintenance services, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

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

IN WITNESS WHEREOF, this performance and payment bond shall be deemed an original, this _____, day of _____, 2025.

Attest:

BRIGHTVIEW LANDSCAPE SERVICES, INC.
(Name of Principal)

_____
(As to Corporate Principal) Secretary

By:_____
Michael Dozier, President

_____
(Witness to Principal)

(Corporate Seal)

_____
(Surety)

_____
(Witness to Surety)

By:_____
Name:_____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: ***Date of BOND must not be prior to date of Contract.*** *If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.*

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID
ITB #25-10
CITY RIGHT-OF-WAYS LANDSCAPE MAINTENANCE SERVICES

City of Port Orange
Purchasing Division
Prepared by: Joseph Castro
Release Date: February 28, 2025

Bid Due Date & Time: March 28, 2025 @ 2:30 PM

City of Port Orange, Florida
1000 City Center Circle, Port Orange, FL 32129
(386) 506-5717
purchdiv@port-orange.org ; www.port-orange.org

Legal Notice to Bidders

ITB #25-10
CITY RIGHT-OF-WAYS LANDSCAPE MAINTENANCE SERVICES

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #25-10 City Right-of-Ways Landscape Maintenance Services. Bids will be accepted in the City Clerk's office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 PM Eastern Standard Time (EST) on March 28, 2025** which may be amended by addendum issued by the City. All untimely bids will not be considered and will be returned to the Bidder unopened. All bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. **Bids will be opened and read aloud at 2:30 PM EST in Council Chambers.**

There will be a non-mandatory Pre-Bid Conference for the project at **10:00 AM EST** on **March 7, 2025** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, FL 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and MUST sign in accordingly. Bidders are urged to obtain bid documents and familiarize themselves with the documents prior to the Pre-Bid Conference.

Bidder must include with their submittal a bid guarantee in the form of a bid bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid. If awarded, the Bidder must also be able to obtain both payment and performance bonds equal to one hundred percent (100%) of project value from a surety company licensed in Florida and must submit proof of their present bonding capacity with their submitted bid package in the form of a current (not older than 3 months) letter from Bidder's bonding agent. Bidder's failure to include the bonding capacity letter with bid package may result in rejection of Bidder's submittal.

DESCRIPTION: *Turf mowing, turf maintenance and associated landscaping services for the City Right-of-Ways locations.*

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

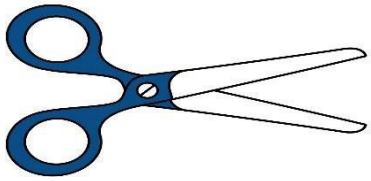
All bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all bids will be evaluated in accordance with Chapter 2, Article VI, Division 2, Section 2-266. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 and at www.municode.com.

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

All questions shall be directed **in writing** to Buyer, Joseph Castro jcastro@port-orange.org and purchdiv@port-orange.org and reference "Questions on ITB #25-10 City Right-of-Ways Landscape Maintenance Services" in the subject line. Last day for questions will be March 14, 2025 by 5:00 PM EST.

The Cone of Silence begins with the issuance of the solicitation document and continues until City Council meets to make a final decision on an award. During this time Bidders, suppliers, contractors and sub-contractors are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City agents, or elected officials. Any Bidder who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation. While the Cone of Silence is in effect, all communications from potential Bidders, suppliers, contractors and sub-contractors must be directed to the Purchasing Division @ purchdiv@port-orange.org.

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



SEALED BID – DO NOT OPEN

SEALED BID NO.: **ITB #25-10**

BID TITLE: **CITY RIGHT-OF-WAYS LANDSCAPE MAINTENANCE SERVICES**

DUE DATE/TIME: **MARCH 28, 2025 AT 2:30 PM EST**

SUBMITTED BY: _____
(Name of Company)

BIDDER'S ADDRESS: _____

_____

DELIVER TO: **CITY OF PORT ORANGE CITY CLERK'S OFFICE**
ATTN: JOSEPH CASTRO, BUYER
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

DATE/TIME RECEIVED:_____
(To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Bidders) to provide professional landscape services including but not limited to: turf mowing and edging, turf maintenance, string trimming, weeding, fertilization, mulching and pruning ornamental shrubs and groundcover in City Right-of-Ways locations.

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Bidders desiring to provide services, as described herein shall submit sealed bids, including one (1) original and one (1) digital (flash drive) version in PDF format, in conformance with the detailed submittal instructions.

TIMELINE (Eastern Standard Time)

The City reserves the right to alter dates as needed.

DESCRIPTION	DATE
Date of distribution	February 28, 2025
Non-mandatory Pre-Bid Conference	March 7, 2025 @10:000AM
Deadline for questions	March 14, 2025 by 5:00 PM
Addendum posting (if needed)	March 21, 2025
Bids due	March 28, 2025 by 2:30 PM
City Council meeting for approval of Recommendation of Award	To Be Determined

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

City of Port Orange City Clerk's Office
Attn: Joseph Castro, Buyer
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

Sealed bids must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time. Bids shall be sealed and Bidders shall clearly indicate on the outside of their bid the following:

a. Invitation to Bid (ITB) Number and Title
b. Date of Opening
c. Name of Bidder
d. Address of Bidder

Due to the timing of mail service, the City cautions Bidders to ensure actual delivery of bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. The City will not be responsible for deliveries made to any place other than the specified address.

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

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

PRE-BID CONFERENCE

There will be a non-mandatory Pre-Bid Conference on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the non-mandatory Pre-Bid Conference MUST sign in. The representative of each Bidder shall be an authorized employee of the Bidder and must sign in accordingly.

QUESTIONS

All questions shall reference ''ITB #25-10 City Right-of-Ways Landscape Maintenance Services" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Joseph Castro, Buyer
1000 City Center Circle
Port Orange, FL 32129
jcastro@port-orange.org
purchdiv@port-orange.org

ADDENDA

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid due date. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. The Bidder should verify prior to submitting a bid that all addenda have been received and reviewed. All addenda will be published on the City Purchasing web page at www.port-orange.org/bids.aspx and the DemandStar website at www.demandstar.com.

The City of Port Orange reserves the right to consider the omission of an Acknowledgment of Addendum as cause for rejection of the ITB submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising therefrom.

CLARIFICATIONS

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your bid after opening or for subsequent protest of award.

MINIMUM QUALIFICATIONS

Bidders shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active".

Bidders must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided *Professional References* form (Form 7.8). Failure to provide verifiable references may cause the Bidder to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING

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

SCHEDULE OF UNIT PRICING

Schedule of Unit Pricing is to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the Schedule of Unit Pricing as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS
If taking exception to any portion of the ITB specifications, the Bidder must indicate those exceptions as stated on the *Bidder's Acknowledgement* (Form 7.2).

BID SUBMISSION AND WITHDRAWAL
Unless otherwise specified, Bidder shall use the forms supplied by the Purchasing Division. Bids, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Bidders. Upon opening, bids become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF BIDS
Correction of inadvertently erroneous bids shall be permitted up to the time of ITB opening. Bidders shall not be allowed to modify their bids after the opening time and date.

WITHDRAWAL OF BIDS
NO bid shall be withdrawn for a period of one-hundred-twenty (120) days subsequent to the bid opening without the consent of the City of Port Orange. Negligence on the part of the Bidder in preparing their bid confers no right of withdrawal or modification after the bid has been opened at the appointed time and place by the City of Port Orange. Any such withdrawn bid shall not be resubmitted.

OPENING OF BIDS
Bids will be received until the date and time stated in this ITB and will be publicly opened and read at the place, time and date stated. The City bears no responsibility for the premature opening of a bid not properly addressed and identified.

LITIGATION HISTORY
The City will consider a Bidder's litigation history information in its review and determination of responsibility. All Bidders are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture.

DEBARMENT HISTORY
The City will consider a Bidder's debarment history information in its review and determination of responsibility. All Bidders are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Bidder's debarment history is an issue of responsibility, the failure to provide debarment history as required on the *Certification Regarding Debarment, Suspension and Other Responsibility Matters* (contained herein) may result in a recommendation of non-responsive by the Purchasing Manager.

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

BIDS MAY BE REJECTED AND/OR BIDDER(S) DISQUALIFIED FOR THE FOLLOWING REASONS:
(a) Failure to update the information on file including address, product, service or business descriptions.
(b) Failure to perform according to contract provisions.
(c) Conviction in a court of law of any criminal offense in connection with the conducting of business.
(d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.
(e) Evidence that the Bidder has attempted to give a City employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City's purchasing activity.
(f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

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

AMERICANS WITH DISABILITIES ACT (ADA)

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

REQUIRED DOCUMENTS FOR AWARDED BIDDER

The awarded Bidder shall return all the required post-award documents within 10 days after the issuance of the Notice of Intent to Award in order to execute the contract.

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF WORK

STATEMENT OF RESPONSIBILITIES:
The Contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services along City Right-of-Ways.

MAINTENANCE CLASSES:
Because each location requires different levels of service, two classifications of service have been developed. Each classification and number of service visits are outlined below and listed on (Attachment 1) Schedule of Unit Pricing.

Each class provides a general representation of the frequency of turf grass mowings/cuts and other landscape related maintenance tasks. Debris cleanup, edging, blowing, string trimming, weeding, removing or adjusting tree stake kits, and other tasks must be performed with each scheduled visit.

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATE only. The awarded Contractor shall be responsible for all maintenance required in each respective area. Maps showing each area to be serviced are provided as separate attachments and are posted on DemandStar at www.demandstar.com and the City of Port Orange Purchasing Web page at https://www.port-orange.org/bids.aspx.

Class "C" Maintenance - *Number of Site Visits:* A total of thirty-three (33) maintenance visits shall be provided each calendar year. During the peak grow season (April 1 through October 31) each class "C" location shall be serviced twenty-three (23) times. The remaining months each location will be serviced twice per month (10 visits).

- Areas 2 feet or more beyond the sidewalk must be maintained unless maintained by the property owner.

Class "D" Maintenance - *Number of Site Visits:* A total of twenty-four (24) maintenance visits shall be provided each calendar year. Each class "D" location shall be serviced twice per month.

Because the grow season can be unpredictable, the City reserves the right to require additional site services upon request. The City understands that these additional services would be at the City's expense. The price for additional services shall be consistent with bid prices provided by the awarded bidder for each location on (Attachment 1) Schedule of Unit Pricing.

MINIMUM LEVEL OF SERVICE REQUIRED FOR EACH SITE

Bidders shall include the following services in their Cost Per Mow Price on (Attachment 1) Schedule of Unit Pricing:

TRASH/DEBRIS CLEANUP: The Contractor shall be responsible for removing all litter and debris prior to mowing. **Regardless of its source or size, litter and debris shall be removed** from all turf grass areas, parking areas, sidewalks, mulch landscape areas, and shorelines. This includes, but is not limited to: excessive leaves, acorns, blooms, paper, bottles, cans, palm fronds, tree limbs, and Disaster Debris from all sites covered in this bid document. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules and regulations.

MOWING OF TURF GRASS AREAS: All turf grass areas within specified facilities, parks, right-of- ways

(medians and shoulders) including adjacent curb gutters shall be cleaned of all trash and/or debris prior to mowing. Mowing of trash and debris to shred into smaller pieces is not allowed.

All turf grass areas shall be mowed as specified in this document. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise requested by the City. Contractor shall use a sharp blade to prevent burning the grasses. As a rule, heights shall be as follows, but may vary per location:

- St. Augustine -3-3.5 inches
- Argentine Bahia - 3 inches
- Bermuda and Zoysia -1-2 inches

Areas where large mowers are impractical shall be serviced using small push mowers or string trimmers. Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The Contractor shall leave surrounding areas in a clean condition, free of accumulated debris, including but not limited to grass clippings, after each mowing. Large clumps of clippings will be distributed by mechanical blowing or collected and removed. **Blowing debris into storm drains, streets, or ponds is strictly prohibited.** Materials removed from grounds shall be disposed of off-site by the Contractor in a lawful manner.

MAINTENANCE OF CONCRETE AREAS: Concrete areas include but are not limited to: sidewalks, curbs, driveways, aprons, drainage outfalls, gutters, concrete medians, concrete tips, and the joint where concrete meets asphalt. These areas shall be kept free of ALL debris including crack grass from right of way to right of way.

WEEDING OF LANDSCAPE PLANTING BEDS: Weeds, grasses, and other unwanted plant growth shall be **removed** from all mulched planting areas **by hand pulling** to remove the entire root system. The Contractor shall remove subsequent dead plant material as needed. **Weeding of all planting beds shall take place during every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth.** This includes but not limited to pavement, curbs, gutters, concrete medians, sidewalk joints, driveway joints, driveway aprons, mulch beds, rock beds, etc.

EDGING OF TURF GRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment, i.e., a mechanical edger. In the event the service area is unable to be serviced with an edger, a string trimmer shall be used. These areas are including, but not limited to roadways, driveways, curbs, parking areas, walkways, fences, plant beds and tree wells, so that no grass, ground cover or weeds are left extending beyond or over the surface being edged. This includes edging between adjoining beds of dissimilar ground cover types. Edging should not be more than three (3) inches from the mulch of plant beds and tree wells. Chemical edging of plant beds and tree wells is not permitted. Contractor shall leave surrounding areas in a clean condition, free of accumulated debris, including but not limited to grass, after edging.

STRING TRIMMING OF TURF GRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. String trimming around tree trunks with mechanical devices is prohibited. Non-mechanical means must be utilized where string trimming may damage wooden posts, decorative light poles or City property. Ponds, lakes, and ditches(swales) MUST be string trimmed to the water line.

- Areas where crack grass is present, MUST be string trimmed (burned down) and then chemically sprayed to deter new weed growth.
- Areas where growth in swales that are unable to be mowed at time of service, string trimmer MUST be used to trim to water height.

BLOWING OF DEBRIS AND TURF GRASS CUTTINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment, including, but not limited to roadways, driveways, curbs, parking areas, walkways, turf grass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clippings and other organic debris **shall not** be blown into the roadway, ponds, lakes, or storm drains.

- Clumping of turf grass is NOT permitted. If clumping occurs, the Contractor MUST blow to disperse, mulch the clumping, or rake and remove the debris.

ADJUSTING AND REMOVING TREE STAKE KITS: Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The Contractor shall also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting. The Contractor shall notify the City representative to advise of a defective stake kit for immediate replacement.

PRUNING OF ORNAMENTAL SHRUBS AND GROUNDCOVERS: Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements. **Pruning shall be performed monthly. All pruning to be performed in accordance with latest approved ANSI-A300 pruning standards.**

CREPE MYRTLE TREES: Crepe Myrtle trees shall not be pruned, cut back, or tipped. However, at each visit, the Contractor shall be responsible to remove all crisscross, dead, or broken branches. The Contractor shall remove all sucker growth between the root ball and bottom of the tree canopy to maintain a minimum clear trunk height of 7 feet 6 inches.

TREES: Contractor shall maintain all trees within the contracted service area by trimming and lifting up to 7 feet 6 inches and will trim young trees to promote healthy growth patterns. All unwanted growth should be removed at each scheduled site visit to include but NOT limited to sucker branches, moss, ferns, and vines.

REMOVING DEAD PLANT MATERIAL: Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. **The Contractor is responsible to notify the City to determine if a replacement is necessary. The City will determine type/size of replacement. Contractor is only responsible to remove dead ornamental plants as directed by the City.**

ENCROACHMENT: Contractor shall be responsible to maintain the push back of the bushes, weeds, limbs, wood lines, etc. that could be considered "encroachment." Areas considered encroached upon are including, but not limited to, sidewalks, ponds, handrails, and guardrails.

*****End of services included in Cost Per Mow Price in (Attachment 1) Schedule of Unit Pricing.*****

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FERTILIZER, PESTICIDE, AND HERBICIDE APPLICATION

All landscaped areas shall be treated as outlined below to maintain all trees, palms, shrubs, groundcovers, and turf grass in good, healthy appearance and color. An application schedule along with the specified products must be submitted and approved by the City prior to applications. Also, the Contractor shall provide 24 hours notification to the City for each area prior to servicing. Fertilizers shall be applied twice per year in the months of March and October. The City will take periodic samples of the product being applied, to ensure the product meets the manufacturer's specifications. **Pesticide and herbicide will be used on an as needed basis for shrubs, groundcover and turf grass and shall be priced per treatment as indicated on (Attachment 1 Schedule of Unit Pricing).** Contractor shall work with the City to determine the best course of action as these situations arise. All fertilizer, pesticide and herbicide applications shall be performed when temperatures are below 90 degrees and wind drift is negligible. For areas which include fertilization, pesticide and herbicide treatments, Bidders shall include their pricing on (Attachment 1) Schedule of Unit Pricing. **Pricing for 'as needed' services to include pesticide and herbicide treatments for turf grass, shrub and groundcover will not be included in the 'Grand Total' for annual services as they cannot be quantified on an annual basis. Low bidder will be determined by lowest 'Grand Total – Annual Price Class "C" and Class "D" Maintenance' on (Attachment 1) Schedule of Unit Pricing.**

- **TURF GRASS FERTILIZATION:** St. Augustine turf grass and Argentine Bahia grass shall receive two (2) pounds of nitrogen per 1,000 square feet during the growing season. Turf grass shall be fertilized with no more than one (1,) pound of nitrogen per 1,000 square feet and shall be applied twice a year. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow-release form. The ratio of nitrogen to potash shall be 1:1 or 2:1. Fertilizer shall be applied twice a year in the months of March and October.

- **TURF GRASS PESTICIDE AND HERBICIDE:** Pesticide and herbicide will be used on an as needed basis and shall be priced per treatment as indicated on (Attachment 1 Schedule of Unit Pricing). Contractor shall work with the City to determine the best course of action as these situations arise.

- **PALM TREE FERTILIZATION:** All mature palms in the landscape shall receive a complete granular fertilizer formulated for palms ("palm special") at a rate of eight (8) pounds per application Fertilizer shall be broadcast under the canopy of the palm but not up against the trunk where newly emerging roots may be injured. Fertilizer shall be applied twice a year in the months of March and October.

- **PALM TREE PESTICIDE AND HERBICIDE:** Root drench and bud drench all Medjool Palms with City approved pesticide and insecticide at the rate recommended by the manufacturer up to two (2) times per year and shall be priced per treatment as indicated on (Attachment 1 Schedule of Unit Pricing).

- **SHRUB AND GROUNDCOVER FERTILIZATION:** All shrubs and ground cover plantings shall be fertilized one (1) time per year in March with a heavy application of a balanced, slow-release fertilizer. Each planting bed shall receive one (1) pound of nitrogen per 1,000 square feet of bed area. The mulch is to be pulled back and the fertilizer shall be applied directly near the root ball of each plant. Broadcasting fertilizer on top of mulch is not allowed unless approved by the City.

- **SHRUB AND GROUNDCOVER PESTICIDE AND HERBICIDE:** Pesticide and herbicide will be used on an as needed basis and shall be priced per treatment as indicated on (Attachment 1 Schedule of Unit Pricing). Contractor shall work with the City to determine the best course of action as these situations arise.

- **HERBICIDE AND PESTICIDE FOR CONTROL OF INSECTS AND WEEDS:** Contractor shall be responsible for the immediate control and identification of any insect or disease-causing organisms that may arise in any landscape area. Upon confirmation of a specific problem requiring treatment, pesticide or herbicide shall be applied on an as needed basis for spot treatments using the least toxic, effective pesticide or herbicide whenever possible.

Services shall be performed in accordance with standards set by the Institute of Food and Agricultural Services of the University of Florida. All materials shall be applied in accordance with the product label. NOTE: All work shall be conducted in strict accordance with licensing (Florida Pest Control Act, Chapter 482 Florida Statutes) and principles of turf grass management.

Applications made to turf grass shall be performed under the Florida Pesticide Law (Chapter 487) of Florida Statutes, along with Chapters 5E-2 and 5E-9 of the Florida Administrative Code. The licensee is required to be certified in the Ornamental and Turf Pest Control category.

Bidder's operators must be State licensed and certified to perform fertilization, disease and insect control as stated below. Evidence of current license(s) and certification(s) must accompany Bidder's submittal. Bidders not providing required license(s) and certification(s) to perform required services will be deemed non-responsive.

If the Bidder does not employ State licensed and certified operators, the Bidder must use a City approved sub-contractor that is licensed and certified for any turf grass application and disease and pest control and must list this sub-contractor on Form 7.9 Listing of SubContractors.

Records shall be kept on pests identified and treatment(s) rendered for control and shall be submitted to the City. The Contractor or subcontractor shall be in strict accordance with all state and local regulations concerning licensing and safety requirements and be registered with the City of Port Orange.

ADDITIONAL SERVICES/RESPONSIBILITIES

LANDSCAPE MULCHING: All mulched areas shall be replenished once a year between the winter months of January to March. The Contactor shall remove all existing/old mulch and properly prepare all planting beds by cutting new bed edges, adjusting tree ring sizes, digging new edges along concrete curbs and sidewalks, and removing all weeds and dead plant materials prior to mulching areas with the same type of mulch.

Mulch for plant beds should not span more than a foot from the edge of existing plants unless specified by the City inspector/representative. Areas **MUST** be inspected by City inspector/representative before new mulch is installed. Depth of mulch shall be a minimum of 3 inches and a maximum of 4 inches. The City inspector/representative decides the type of mulch to be replenished per site and if the area's mulch needs aeration or "fluffing" where old mulch is not needed to be removed.

REPLACEMENT OF PLANT MATERIALS: The City will be responsible to replace all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. For any plant material replacements needed that are not due to Contractor's actions or

negligence, City staff will make such purchases and plant using City staff (Contractor shall not be involved with either supplying replacement plants or planting in ground.). However, if the City determines that the poor condition of plant materials is due to improper maintenance, the Contractor shall be responsible for replacing such plant material at the Contractor's sole expense. The City shall be notified of plants or areas in distress. These areas need to be evaluated for plan of action and monitored by Contactor. No dead plant material shall remain in landscaping. All replacements shall be done within one (1) week of notification. The City inspector/representative shall approve all plant replacements, sizes and specifications.

FREEZE DAMAGE: Any freeze damaged plant material shall have dead growth removed as soon as it is deemed safe by the Contractor through appropriate means.

IRRIGATION SYSTEMS: Contractor will use caution around sprinkler heads to minimize damage. The Contractor shall be required to repair/replace any irrigation parts that are damaged during Contractor activities at Contractor's sole expense. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes (City staff will make such purchases and perform repairs using City staff with no Contractor involvement in either supplying the parts or the repair). All non-functional irrigation heads/systems shall be reported to the City after each mow.

EROSION: If there is noticeable erosion at any site, the Contractor shall immediately notify the City of its location. The Contractor shall be responsible for any erosion damage caused by Contractor's equipment or performance of duties.

EQUIPMENT: The Contractor shall have on hand, equipment to permit the Contractor to perform its contractual duties adequately and efficiently. All equipment shall always be kept in good repair, appearance, and in a sanitary and clean condition. All equipment shall be cleaned of any debris after each **site** use and prior to moving to another site to prevent transfer of unwanted weeds, grasses, and/or fungus.

All vehicles shall have the name of the Contractor, business telephone number and the vehicle identification number not less than three (3) inches high on each side of the vehicle. The Contractor may also place its corporate logo on the vehicles. No offensive or political stickers shall be affixed to any equipment utilized on City property. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

EQUIPMENT STORAGE: The Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the Contractor.

EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and / or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

TRAFFIC REGULATION: The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance, and utility operations. The Contractor shall provide and maintain adequate barricades, construction signs, flashers, guards, and flaggers as required on pedestrian and vehicular traffic areas. Lane closure to

traffic is not permitted. Upon completion of work, Contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-ways must be properly signed and equipped with working safety lights.

The Contractor is responsible for compliance of all FDOT and OSHA rules and regulations. Within DOT right-of- ways, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710- 020-001-b. All Personnel performing duties under this scope must ALWAYS wear safety vests.

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

CONTRACT PERFORMANCE: It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at $100.00 per day per incident. Such infractions shall include, but not be limited to:

(a) Failure to resolve complaints within twenty-four (24) hour period.
(b) Failure to provide safe equipment.
(c) Failure to provide required documentation in a timely and accurate manner.
(d) Failure to report damage to irrigation system(s).
(e) Failure to report property damage or personal injury.
(f) Failure to remove all trash from site(s).
(g) Failure to perform scheduled service.
(h) Landscape employees not adhering to uniform/protective clothing requirements.

For this section, the City may deduct any charges from payments due the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the Contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on funding availability, the City may eliminate certain contracted areas or groups to stay within the budget. The City may, at its discretion, add or delete similar sized areas because of construction or unanticipated impacts. Therefore, the City reserves the right to reject all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

INVOICING: Payment shall be determined monthly based on sites inspected and verified. A template will be provided to the Contractor, from the City, in Excel format. The template will detail and itemize the Contractor's service areas for the month.

***DEDUCTIONS will occur if areas are not completed upon inspection and invoice has been submitted.**

SUPERVISION: The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with this scope of work. Supervision will be required for all working hours of the contract. The Contractor shall comply with all City regulations.

Contractor shall notify the City (via e-mail or in person) daily when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number of a contact person in case of an emergency. The Contractor shall provide the name and telephone number of a representative to meet periodically with the City. The City reserves the right to accept or reject any employee of the Contractor.

All personnel must be visible as Contractor's employees by uniform while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

End of Scope of Work

[Remainder of this page left intentionally blank]

SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget fora fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerers who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive Bidders/Proposers in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective Bidders requesting pricing for a specified Good or Service which has been advertised for bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective proposers requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.

26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid** means the responsive bid meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting lowest responsible bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Bidders/Proposers to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employ mentor practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Proposer to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective proposers requesting qualifications of the proposer and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective proposers requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.

45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Bidder)** is a Bidder who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Bidder)** is a Bidder that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a Bidder must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective Bidders/Proposers to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a supplier, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Bidder/Proposer to be used in the performance of the Bidder/Proposer's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.

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SECTION 5 – GENERAL TERMS AND CONDITIONS

These terms and conditions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. These General Terms and Conditions apply to all advertised Solicitations; however, said terms and conditions **may be superseded, in whole or in part, by Section 6, SPECIAL REQUIREMENTS/INSTRUCTIONS.**

1. **ACCEPTANCE BY CITY**

   The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by the Bidder. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. **ADDENDA**

   When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Bidders should acknowledge all addenda by completing Form 7.3 *Addendum and Change Order Procedure Acknowledgement* and include it in the returned response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the response. It is the responsibility of the Bidder to ensure all addenda have been received and reviewed prior to submitting a bid. All addenda shall be posted by the City on DemandStar at www.demandstar.com and the City of Port Orange Purchasing web page at https://www.port-orange.org/bids.aspx. The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the solicitation response due date. Bidders should not rely on any representations, statements or explanations other than those made in this solicitation or in any addendum to the solicitation. Where there appears to be a conflict between the solicitation and any addenda issued, the last addendum issued shall prevail.

3. **ADDITIONAL GOODS**

   Products, materials and goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

   By submitting a response to a formal solicitation, the Bidder affirms that this response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a response for the same materials, supplies, or equipment, and that the response is in all respects fair, and without collusion or fraud. Additionally, Bidder agrees to abide by all conditions of this solicitation and certifies that he/she is authorized to sign the response for the bidding company/firm. In submitting a response to the City of Port Orange, the Bidder offers and agrees that if the response is accepted, the Bidder shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

5. **APPLICABLE LAWS**

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

6. **ASSIGNMENT**

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

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA**

A Florida corporation or partnership is required to provide evidence with its response that it is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that it is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

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

8. **AWARDS**

Recommendation for award will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This ITB is issued in accordance with and shall be governed by the provisions of the City's Purchasing Manual. The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Bidders; to reject any and all bids, or to waive any informality or technicality in bids received as deemed to be in the best interest of the City. The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, bid or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT**

When a bid received has been determined to be satisfactory, a contract will be awarded, or Purchase Order issued to the lowest responsive and responsible Bidder within the time designated in the contract documents. The Bidder(s) to whom the award is made shall execute the contract(s) and return it, together with the properly executed bonds and insurance certificates to the City within the time specified.

10. **BID RETURNS**

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

11. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of

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

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

12. **BID TABULATION**

Bidders who wish to receive a copy of the bid tabulation may obtain it via DemandStar at www.demandstar.com or on the City Purchasing web page at www.port-orange.org/bids.aspx.

13. **BIDDER'S PRODUCT OR SERVICES**

The Bidder's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the Bidder warrants that it has a clear title to the product being delivered.

a. If the Bidder is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
b. The Bidder shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Bidder.
c. In furnishing the service or product to the City, the Bidder shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, proposal or quote.

14. **BONDS**

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

Depending on the amount and/or nature of the work to be performed, a Payment and Performance Bond may be requested and shall be in an amount equal to one hundred percent (100%) of the total contract amount which will be recorded by the City, at the awarded Bidder's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida. After recording, the City will furnish to the awarded Bidder the recording information for the bond to evidence that the Bidder has met the requirements of Florida

law. The City will bill the cost of recording to the awarded Bidder. Unsuccessful respondents are entitled to the return of their bid bond. A successful respondent shall forfeit any surety required by the Purchasing Manager upon failure of the respondent to enter into a contract within the time specified after the award of bid.

15. **CERTIFICATE OF INSURANCE**

Upon issuance of a notice of intent to award, the selected Bidder will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as Additional Insured prior to execution of the contract.

16. **CHANGE ORDERS**

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

17. **CHANGE ORDER REQUEST NOTIFICATION**

The awarded Bidder is responsible for giving the City of Port Orange, prior to the contract expiration date, at least forty-five (45) calendar days of advance notice for any anticipated changes in price greater than $25,000, and any changes in time and/or scope of the awarded contract. The Bidder shall not continue to provide services past the contract expiration date unless approved by a written Change Order Notice from the City.

18. **CLEAN UP**

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

19. **CONDUCT OF BIDDERS**

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

20. **CONE OF SILENCE**

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

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;

- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly noticed committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

21. **CONFLICT OF INTEREST**

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

22. **CONFLICT OF INSTRUCTIONS**

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

23. **CONTRACT OBLIGATION**

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

24. **CONTRACT RENEWALS**

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

25. **COPYRIGHT AND PATENT RIGHTS**

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

26. **COST INCURRED BY BIDDER**

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

27. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the City's representative and the Bidder. If the Bidder is found to be at fault, all repairs, restitution, or reimbursements to the City must be completed within one week of discovery.

28. **DEBARMENT HISTORY**

The City will consider a Bidder's debarment history information in its review and determination of responsibility. All Bidders are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Bidder's debarment history is an issue of responsibility, the failure to provide debarment history as required on the *Certification Regarding Debarment, Suspension and Other Responsibility Matters* (contained herein) may result in a recommendation of non-responsive by the Purchasing Manager.

29. **DEFAULT PROVISIONS**

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

30. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility. Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Bidder shall clearly state in the response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the Bidder in default. Upon approval of a contract, the Bidder is obligated to deliver the goods to the destination specified in the solicitation or the purchase order and bears the risk of loss until delivery. If this solicitation or purchase order does not contain delivery instructions, Bidder shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this competitive solicitation shall prevail. When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Bidder, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Bidder to meet the contract delivery dates will be cause for removal of the Bidder from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

31. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER**

In determining the lowest and best responsible Bidder, in addition to price, there will be considered the following:

a. The ability, capacity and skill of the Bidder to perform the contract.
b. Whether the Bidder can perform the contract within the time specified, without delay or interference.
c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
d. The quality of performance of previous contracts.
e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract.
f. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
h. The ability of the Bidder to provide further maintenance and service for the use of the subject of the contract.
i. The number and scope of conditions attached to the bid.
j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

32. **DISCLOSURE OF CONFLICTS**

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

33. **DISQUALIFICATION OF BIDDER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any Bidder's name from the list of qualified Bidders. Normally the

removal of a Bidder from the Bidder list is done after non-response from that Bidder for three (3) consecutive solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all responses may be rejected if the City believes that collusion exists among the Bidders. Responses in which the prices are obviously unbalanced may be rejected. If multiple responses are submitted by a Bidder and after the responses are opened one of the responses is withdrawn, the result will be that all of the responses submitted by that Bidder will be withdrawn; however, nothing herein prohibits a Bidder from submitting multiple responses for different products or services.

34. **EVALUATION**

Evaluation shall be used as a determinant as to which response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all solicitation requirements, delivery and needs of the using department are considerations in evaluating responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any response.

35. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Bidder that are required to be signed by the City. If exceptions are not stated by the Bidder, in his/her bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Bidder on Form 7.2 *Bidder's Acknowledgement* included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

36. **E-VERIFY**

Bidders 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 Bidder during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract. Bidders shall complete Form 7.12 *E-Verify Affidavit* and include it in the returned bid package. Failure to include the affidavit may result in rejection of the bid.

37. **FACILITIES**

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

38. **FAILURE TO RESPOND**

If the Bidder elects not to bid, the City requests that Bidder return the enclosed Form 7.15 *No Submittal Response* by the bid due date and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting Form 7.15 *No Submittal Response*, three (3) times, shall result in the Bidder's name being removed from the City's mailing list.

39. **FINANCIAL STABILITY**

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

40. **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.

41. **FOREIGN COUNTRIES OF CONCERN**

A governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if: a) the entity is owned by the government of a foreign

country of concern to include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the entity; or c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

42. **GOVERNING FORMS**

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

43. **GOVERNING LAW**

Bidders shall comply with all applicable federal, state and local laws and regulations. All responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com. The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services. Every acquisition equal to or greater than $35,000.00 must have a signed, notarized *Sworn Statement of Public Entity Crimes* (Form 7.5) contained herein to comply with Section 287.133(3)(a), Florida Statutes. Also required is the *Drug- Free Preference Statement* (Form 7.4) also contained herein to comply with Section 287.087, Florida Statutes.

44. **GRANT FUNDING**

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

45. **HIPAA COMPLIANCE**

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

46. **IDENTICAL TIE BIDS**

If there are tie bids, meaning everything except the information relating to the submitting firm is the same, the following methods shall be used in the order below to break the tie:

- The Bidder that has a Business Tax Receipt (BTR) within Port Orange City limits (confirmed through Sunbiz).
- The commodity was manufactured in the State of Florida.
- Florida business as confirmed thru SunBiz.org.
- If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie Bidder who has or had a contract with the City and performance is or was not satisfactory, the other tied Bidder is awarded.
- Drug free workplace policy in place.

47. **INDEMNIFICATION/HOLD HARMLESS**

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

from the performance of the contract by the Bidder, his/its agents, servants and employees. Bidder shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify the City when there is any causal connection between Bidder's work and any injury, loss, damage, death or property damage, Bidder expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Bidder hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Bidder as long as the claims made could be causally connected to Bidder as reasonable determined by the City.

48. **INDEPENDENT CONTRACTOR**

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

49. **INSPECTIONS AND TESTING**

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

50. **INSURANCE CANCELLATION**

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

51. **INSURANCE REQUIREMENTS**

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

IMPORTANT: The City does not accept Workers' Compensation Exemptions. Bidder may use leased employees if the Bidder 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 Bidder using a leased employee shall complete the City's *Leased Employee Affidavit* contained herein. 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. Bidder 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, non-renewal 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 of prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages. Bidder 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 Bidder is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Bidder to ensure the subcontractors maintain the required coverage, shall not relieve the Bidder of any contractual responsibility, obligation or liability. The City reserves the right to increase the insurance coverage requirement as determined for higher risk contracts. The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with and does not waive the insurance required by this. Should at any time the Bidder 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 Bidder for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the contract.

[Remainder of this page left intentionally blank]

Standard Insurance Requirements			
Required	**Insurance**	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions.** Any Contractor using an employee leasing Company shall complete the Leased Employee Affidavit Exhibit Form.	Contract Amount — Limits Up to $10 million — Statutory/$500,000 $10 - $20 million — Statutory/$1,000,000 Contracts over $20 million to be determined by the City	• If contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' coverage required. • If vessels involved, Jones Act coverage with limits of $500,000 required
☒	Comprehensive General Liability (including completed operations and contractual liability)	Limits: Combined Single Limit Bodily Injury and Property damage: $1,000,000 each occurrence $1,000,000 aggregate	When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles	Limits: Auto Liability Bodily Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk Additional Coverage:	Limits: Buildings – completed value of contract "All Risk" coverage on latest ISO for or its equivalent. Permission grated to occupy. Owner named as insured AIMA	If agreement required handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Installation Floater (IT)	Limits: Coverage – To Be Determined	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Professional Liability/Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – To Be Determined	
☐	Payment and Performance Bond required	Limits: Coverage – equal to amount of contract	
	City Manager waives Payment and Performance Bond for work under $200,000 unless otherwise requested by the Department Head.		
	Unless otherwise required by law, City Manager waives insurance for FOB goods only purchases.		

52. **INVOICES AND PAYMENTS**

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

53. **IRREVOCABILITY OF RESPONSES**

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

54. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the response due date and time are late and shall not be considered. Modifications received after the response due date are also late and shall not be considered. Letters of withdrawal received after the response due date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and solicitation.

55. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

56. **LICENSES, PERMITS AND TAXES**

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

57. **LITERATURE (if applicable):**

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

58. **LOCAL PREFERENCE**

The City uses Sunbiz to verify a supplier or contractor's business address. Sunbiz is a database on the Florida Department of State, Division of Corporations website and can be accessed using this link: https://dos.myflorida.com/sunbiz/. A local supplier or contractor is interpreted as a respondent to a solicitation, which as of the date of the solicitation opening, has a valid Business Tax Receipt (BTR) issued by the City of Port Orange to do business in the City of Port Orange which authorizes the supplier or contractor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Port Orange from which the supplier or contractor operates or performs business. A Post Office Box cannot be used to establish physical address. This local preference is only used as part of a tie breaker during a formal solicitation.

59. **MAINTENANCE**

If maintenance is required for equipment purchased as a result of this solicitation, it is preferred that such maintenance be available to the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Schedule of Unit Pricing form for the solicitation. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

60. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with the Bidder, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

61. **NON-DISCRIMINATION**

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

62. **NON-EXCLUSIVITY OF CONTRACT**

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

63. **NON-PERFORMANCE**

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

64. **NOTICE TO CONTRACTOR**

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

65. **OPTIONAL CONTRACT USAGE**

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

66. **PATENTS/COPYRIGHTS**

The successful Bidder agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

67. **PRE-BID CONFERENCE**

The Purchasing Manager shall determine if a pre-bid conference is required and provide the date, time and location in the solicitation legal advertisement and solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Only Bidders attending a mandatory pre-bid conference will be eligible to submit a response. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly.

68. **PREPARATION OF RESPONSES**

In preparing responses, the Schedule of Unit Pricing form, the Bid Bond form (when a Bid Bond is required as bid security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti- Collusion Statement, and Drug Free Preference Statement must be properly executed in ink. The prescribed Schedule of Unit Prices shall be typewritten or written in ink, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the total bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the solicitation. The Bidder shall sign his/her name and give his/her business address in the spaces provided therefore. If the submittal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

69. **POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES**

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

70. **PRICING**

Responses may not be withdrawn before the expiration of one-hundred-twenty (120) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after one-hundred-twenty (120) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Schedule of Unit Pricing form. Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Bidder shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. When submitting bids/proposals based on a lump sum basis, Bidders shall be required to submit a price for each line item listed on the Schedule of Unit Pricing in order to be considered for award.

71. **PRODUCTS/ESTIMATES**

Items included on the bid form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract. There is no anticipated dollar volume for this contract and estimated quantities provided on the Schedule of Unit Pricing are for bidding purposes only and are not guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

72. **PROPRIETARY INFORMATION**

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

73. **PROTECTION**

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

74. **PUBLIC ENTITY CRIMES**

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

75. **PUBLIC RECORDS COMPLIANCE**

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

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

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

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

76. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

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

77. **PURCHASE ORDER AND DELIVERY**

The successful Bidder shall not deliver products or provide services without a City of Port Orange purchase order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Bidder. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject

future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

78. **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

79. **QUESTIONS/INTERPRETATIONS**

Questions regarding interpretation of responses, solicitation results or solicitation awards shall be directed in writing to the Purchasing Division and referenced by the solicitation number no later than the last day for questions as specified in the solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

80. **RECORDS/AUDIT**

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

(b) The contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

81. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

82. **REJECTING OF RESPONSES/RE-BIDDING**

The City reserves the right to accept or reject any or all responses or parts of responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all responses. If the lowest and best response exceeds the budgeted amount and the City Council does not make additional funds available, the Purchasing Division with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

83. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final solicitation selection, Bidders may be required to submit additional information which the City may deem necessary to further evaluate the Bidder's qualifications to perform under the terms of the solicitation and subsequent contract.

84. **REVIEW OF RESPONSES/SUBMISSIONS**

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

85. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of one-hundred-twenty (120) days from the response due date.

86. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

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

87. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

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

88. **SAMPLES**

Samples, when requested, must be furnished at, or before the bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Bidder's request, be returned within thirty (30) days after bid award at the Bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

89. **SCRUTINIZED COMPANIES LIST**

The contractor shall refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the City may immediately terminate this contract for cause if the contractor is found to have submitted a false certification or if the contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Cuba or Syria during the term of the contract. The contractor shall provide a completed *Scrutinized Companies Certification* (Form 7.10), certifying the contractor's compliance with this section, prior to the execution of this contract.

90. **SEPARATION AND DISTRUBUTION**

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

91. **SEVERABILITY**

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

92. **SIGNATURE REQUIRED**

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

93. **SIGNED RESPONSE CONSIDERED AN OFFER**

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

94. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract

shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

95. **SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS**

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

96. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Bidders shall use the solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Bidder's authorized representative. Responses containing erasures or corrections must be initialed by the Bidder in ink. Responses shall be submitted by mail or hand delivery only. No response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: City Clerk, City of Port Orange, Attn: Purchasing Division, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 PM EST on the date indicated in the solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All late responses will be returned to the Bidder and will not be opened. Bids (Envelope/Package) shall contain one (1) original and one (1) digital (CD or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number, name and address of the Bidder.

97. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Bidder shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the solicitation; and, that the Bidder shall provide follow-up evidence that the Bidder maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Proposer to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the solicitation. Information concerning certification with the Secretary of State may be obtained at https://dos.myflorida.com/sunbiz/manage-business/certification/. Contract documents shall be executed by the entity's duly authorized officer as evidenced by entity records.

98. **SUBCONTRACTING**

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

99. **SUPPLEMENTAL MATERIALS**

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Bidder wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

100. **TAXES**

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

101. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time-period, the term will be given in the bid specifications.

102. **TERMINATION**

For Convenience: The City of Port Orange reserves the right to terminate the contract or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City. Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, postmarked or delivered to the contractor at least thirty (30) days prior to the date of termination, and specifically setting forth the effective date of termination.

For Default: The City may terminate the contract if the contractor breaches any of the terms therein, including, but not limited to, warranties of the contractor or if the contractor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but is not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the contract at any time for breach of contractual obligations by providing the contractor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the contractor responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the contractor as stipulated in City Code 2-276 Suspension and Disbarment.

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

103. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The contractor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the purchase order as a "Deliver To:" address.

104. **UNBALANCED BID**

A mathematically unbalanced bid is when a Bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced bids will be rejected if the prices are deemed materially unbalanced.

105. **USE OF SOLICITATION FORMS**

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

106. **VARIANCES**

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

107. **WAIVER OF IRREGULARITIES**

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

108. **WARRANTIES**

Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the response. Bidders may not limit or exclude any implied warranties. The Bidder warrants that products sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Bidder's expense. If the Bidder fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Bidder's expense.

[Remainder of page left intentionally blank]

SECTION 6 – SPECIAL REQUIREMENTS/INSTRUCTIONS

PERIOD OF OFFER VALIDITY:
Bids offered in this ITB must remain firm for a period of one-hundred-twenty (120) days from the ITB opening date.

AWARD RECOMMENDATION:
It is the intent of the City to award a contract to the lowest responsive and responsible Bidder as outlined in **Section 2** and (Attachment 1) Schedule of Unit Pricing.

CONTRACT TERM:
The initial term of the contract is one (1) year upon agreement. Two (2) one-year renewals are available upon agreement between both parties.

ELIGIBILITY OF BIDDER:
To be eligible to respond to this ITB, the Bidder must demonstrate proof of prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal by completing Form 7.7 *Statement of Bidder's Qualifications* in its entirety.

PROOF OF E-VERIFY REGISTRATION
Bidders who do not include proof of E-Verify registration with Form 7.12 *E-Verify Affidavit* may be deemed non-responsive. Bidders must include printed pages from the E-Verify website showing company name and E-Verify registration number (My Company Profile).

LICENSES AND PERMITS
Bidder is responsible for all applicable local and state licenses, permits and fees.

PAYMENT & PERFORMANCE BONDS
If awarded, the Bidder must be able to obtain payment and performance bonds from a surety company licensed in Florida and must submit proof of their present bonding capacity with their bid submittal package in the form of a current (not older than 3 months) letter from Bidder's bonding agent. Bidder's bonding capacity must be equal to or greater than 100% of the total amount bid. Bidders who do not include their present bonding capacity letter in their submittal package may be deemed non-responsive.

Upon award, the successful Bidder will be required to furnish and pay for a Payment and Performance Bond equal to one hundred percent (100%) of the contract amount to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida. After recording, the City will furnish to the awarded Bidder the recording information for the bond to evidence that the Bidder has met the requirement of Florida law. The City will bill the cost of recording to the awarded Bidder.

BID BONDS:
The Bidder must submit with their bid package a certified check or bank draft, payable to the City of Port Orange, FL or a satisfactory bid bond executed by the Bidder and an acceptable surety in the amount equal to (5%) of the total amount of the bid. If submitting a bid bond in lieu of a certified check or bank draft, the original bid bond must be included with bid submittal. If submitting a bid bond in lieu of a certified check or bank draft, Bidders who do not include their original bid bond with their submittal may be deemed non-responsive.

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

RATE ADJUSTMENTS:
Rates performed under this contract must remain unchanged for the initial term of the contract (1 year). Contractor must notify the Contract Administrator 60 days prior to the contract expiration date with the proposed rate changes. All proposed rate changes shall be based on the Consumer Price Index (CPI), "South Region average, all Urban Consumers not seasonally adjusted." All rate changes will require an amendment to

the contract between the awarded Contractor and the City and shall be duly executed by the Contractor and City Manager. The awarded Contractor may petition the City for a cost of living rate adjustment to reflect the percentage increase, if any, in the Consumer Price Index (CPI), "South Region average, all Urban Consumers, not seasonally adjusted" published by the U.S. Department of Labor, Bureau of Labor Statistics, and determined by comparing the CPI for the December immediately preceding the rate adjustment request to the CPI for the December of the prior year. Requested increases cannot exceed 4%. (Should the latest yearly percentage increase in the CPI-U exceed 4%, the adjustment request must be 4% or less. Should the latest yearly percentage increase in the CPI-U be less than 4%, the adjustment request must be less than or equal to the CPI-U increase.) Requests for CPI adjustments must be submitted to the City no later than February 15. Requests not received by February 15 for any particular twelve (12) month period shall be deemed waived and shall not be taken into consideration in future rate adjustments.

Example:
CPI-U for December 2023= 306.746
CPI-U for December 2024= 315.605
Calculation = (315.605 –306.746) ÷ 306.746 = 2.9%
Requested rate increase would be 2.9% or less

SAFETY:

The awarded Bidder will comply with all applicable OSHA, State of Florida Safety Regulations and comply with all construction safety requirements of local authorities having jurisdiction. The awarded Bidder shall exercise all due caution to exclude the public from the work area and especially from contact with any hazardous materials.

REPAIR OF DAMAGES:

It is the responsibility of the awarded Bidder to repair any damages incurred in the area directly related to the services being provided as described herein. When damages occur, the City of Port Orange Representative is to be notified immediately (within an hour of the occurrence) and shall inspect the repairs upon completion.

[Remainder of page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

_____ Form 7.2 – Bidder's Acknowledgement

_____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement

_____ Form 7.4 – Drug Free Preference Statement

_____ Form 7.5 – Public Entity Crimes Statement

_____ Form 7.6 – Anti-Collusion

_____ Form 7.7 – Statement of Bidder's Qualifications

_____ Form 7.8 – Professional References for Previous Experience

_____ Form 7.9 – List of Subcontractors

_____ Form 7.10 – Scrutinized Companies Certification

_____ Form 7.11 – Local Business Affidavit of Eligibility

_____ Form 7.12 – E-Verify Affidavit

_____ Form 7.13 – Debarment, Suspension and Other Responsibility Matters

_____ Form 7.14 – Affidavit of Compliance with Section 287.138, Florida Statutes

_____ Form 7.15 – No Submittal Response

_____ Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

_____ (Attachment 1) – Schedule of Unit Pricing

_____ Current Bonding Capacity Letter (as outlined in Section 6)

_____ Copy of all currently held Licenses (Fertilization, Disease and Insect Control (as outlined in Section 3), Sunbiz, etc.)

_____ Current tax receipt for Bidder's municipality

_____ Original Bid Bond or certified check or bank draft (as outlined in Section 6)

_____ Submission of one (1) original marked "ORIGINAL" and one (1) digital (flash drive) version in PDF format

BY: _____
Name of Business

_____
Authorized Signature

_____
Date

This document must be completed and returned with your Submittal

FORM 7.2 – BIDDER'S ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this invitation.

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

_____

_____

_____ _____

Name of Business Mailing Address

_____ _____

Authorized Signature City, State & Zip Code

_____ _____

Printed Name and Title Telephone Number

_____ _____

Federal Identification No. E-mail Address

STATE OF:_____ COUNTY OF: _____

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

_____ day of _____, 2025, by_____ and who:

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

_____Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this ITB.

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

Addendum#_____ Date:_____ Addendum#_____ Date:_____

Addendum#_____ Date:_____ Addendum#_____ Date:_____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

I acknowledge the above statements regarding Addendum Acknowledgement and Change Order Procedures:

_____
Name of Business

_____
Authorized Signature

_____
Printed Name and Title

STATE OF:_____ COUNTY OF: _____

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

_____ day of _____, 2025, by_____ and who:

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

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

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Bidders have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under a bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

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

_____
Name of Business

_____
Authorized Signature

_____
Printed Name and Title

STATE OF:_____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2025, by_____ and who:

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

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

This document must be completed and returned with your Submittal

FORM 7.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant_____, who, being by me first duly sworn, made the following statement:

1. The business address of _____(name of Offeror or business) is

   _____.

2. My relationship to _____(name of Offeror or business) is _____

   _____(relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Bidder list. The name of the convicted person or affiliate is: _____. A copy of the order of the Division Administrative Hearing is attached. **(Draw a line through paragraph 7 if paragraph 6 above applies)**

_____
Name of Business

_____
Authorized Signature

STATE OF:_____

COUNTY OF: _____

_____
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2025, by_____ and who:

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

_____Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION

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

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

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

TELEPHONE: _____

F.E.I.N.: _____

NO bid may be withdrawn for a period of one-hundred-twenty (120) days subsequent to the submittal of the bids without the consent of the City of Port Orange.

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF BIDDER'S QUALIFICATIONS

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

A. Name of Bidder: _____

B. Permanent main office address: _____

C. Date organized: _____

D. If a corporation, where incorporated: _____

E. How many years have you been engaged in the business under your present firm or trade name? _____

F. Contracts on hand: (List these, showing amount of each contract and the approximate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

G. General character of work performed by your company: _____

H. Have you ever failed to complete any work awarded to you? If so, where and why?_____

I. Have you ever defaulted on a contract? If so, where and why? _____

J. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

K. Background and experience of the principal members of your organization, including the officers: USE **SEPARATE SHEET & ATTACH TO SUBMITTAL**

L. Credit currently available: $_____

M. Give bank name, contact name and phone number: _____

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☐Yes☐No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement of Bidder's Qualifications.

_____
Name of Business

_____
Authorized Signature

STATE OF:_____

COUNTY OF: _____

_____
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2025, by_____ and who:

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

_____Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods/services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

2. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods/services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

3. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods/services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE (page 2)

LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST

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

List clients to whom you currently provide or have in the past provided equal or similar services to those required under the City's contract as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: _____

   Phone: _____

   Current Client: ☐Yes ☐ No

   Number of years of service provided: _____

   Description of service: _____

   _____

2. Contact Name: _____

   Phone: _____

   Current Client: ☐Yes ☐ No

   Number of years of service provided: _____

   Description of service: _____

   _____

3. Contact Name: _____

   Phone: _____

   Current Client: ☐Yes ☐ No

   Number of years of service provided: _____

   Description of service: _____

   _____

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful **Bidder shall not substitute subcontractors without approval from the City Representative**. Bidder shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

This document must be completed and returned with your submittal

FORM 7.10 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, _____, on behalf
(Print Name and Title)

of_____ ("Company"), certify that _____
(Company Name) (Company Name)

does not:
1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____ _____
COMPANY NAME SIGNATURE

_____ _____
PRINT NAME TITLE

STATE OF FLORIDA COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2025, by_____ and who:

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

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

This document to be completed and returned with your Submittal

FORM 7.11 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and the State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

Project# *(as applicable)*: _____

Business Name: _____ Contact Person/Title: _____

Mailing Address: _____ City,State,Zip: _____

Phone Number: _____ Email address: _____

Physical Presence of Business: ☐Headquarters ☐Principal Place of Business

Within Legal Boundaries: ☐City of Port Orange ☐Volusia County ☐State of Florida

FEIN (Federal Employer Identification Number): _____

Business Structure: ☐Corporation ☐LLC ☐Partnership ☐Sole Proprietorship ☐Other (Specify): _____

****PLEASE ATTACH A VALID BUSINESS TAX RECEIPT OR OTHER SUCH DOCUMENTATION****

ATTESTATION – I understand that:
A local supplier or contractor is interpreted as a respondent to a solicitation, which as of the date of the solicitation opening, has a valid Business Tax Receipt (BTR) issued by the City of Port Orange to do business in the City of Port Orange which authorizes the supplier or contractor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Port Orange from which the supplier or contractor operates or performs business. A Post Office Box cannot be used to establish physical address. This local preference is only used as part of a tie breaker during a formal solicitation. The City uses Sunbiz to verify a supplier or contractor's business address. Sunbiz is a database on the Florida Department of State, Division of Corporations website and can be accessed using this link: https://dos.myflorida.com/sunbiz/.

Exemptions from Local Preference
Local preference is not permitted when (1) the purchase is funded, in whole or in part, by an entity prohibiting application of the preferences by grant agreement, contract or applicable federal, state or local law; or (2) emergency purchasing.

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

_____
Name of Business

_____
Authorized Signature

STATE OF:_____

COUNTY OF: _____

_____
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2025, by_____ and who:

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

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

This document must be completed and returned with your Submittal

FORM 7.12 – E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Solicitation Number: _____

I, the undersigned hereby certify that _____ (insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of _____ (insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

_____ _____
Print or Type Name, Title Signature of Affiant

_____ _____
Federal Employer ID Number (FEIN) E-Verify Number

STATE OF FLORIDA

COUNTY OF: _____
The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2025, by_____ and who:

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

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

This document to be completed and returned with your Submittal

FORM 7.13 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Primary Covered Transactions

(To be completed by Prime Contractor)

1. The prospective participant certifies to the best of its knowledge and belief that it and its principals:
   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency;
   (b) Have not within a three-year period preceding this proposal bee convicted for had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property.
   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1. (b) of this certification;
   (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____	_____
Organization Name	Bid Number or Project Name
_____	_____
Name and Title of Authorized Representative	Signature Date

This document must be completed and returned with your Submittal

FORM 7.14 – AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the _____ of _____
   (Title) (Business Name)
   which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1)(c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2025, by_____ and who:

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

_____
Notary Public, State of Florida at Large: (seal)
Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: _____

This document must be completed and returned with your Submittal

FORM 7.15 – NO BID RESPONSE

If your company will not be submitting a proposal in response to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

This information will assist the Purchasing Division in the preparation of future solicitations.

Solicitation: ITB #25-10 CITY RIGHT-OF -WAYS LANDSCAPE MAINTENANCE SERVICES

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a "no response".

☐Specifications "too tight" or geared toward on brand or manufacturer (please explain below)

☐Insufficient time to respond

☐Specifications unclear (please explain below)

☐We do not offer this product/service or an equivalent

☐Our product schedule does not permit us to perform within stated timeline for the project

☐Unable to meet specifications

☐Unable to meet bond requirements

☐Unable to hold prices firm throughout the term of the contract period

☐Unable to meet insurance requirements

☐Other: _____

Print Name: _____

Signature: _____ Date:_____

Additional Information:

_____

_____

_____

_____

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding $100,000)

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name & Title of Contractor's Authorized Official

Date: _____

(ATTACHMENT 1) – SCHEDULE OF UNIT PRICING (Bidder completes the separately posted pdf. version)

(Attachment 1) - Schedule of Unit Pricing

ITB 25-10 City Right-of-Ways Landscape Maintenance Services

NAME OF BUSINESS:
CONTACT PERSON:
EMAIL ADDRESS:
AUTHORIZED SIGNATURE:

Note: Blacked out fields indicate a specific task is NOT performed at the location on that particular line item; therefore, NO cost figure should be entered.
ALL PRICING SHALL BE IN ACCORDANCE WITH SECTION 3 - SCOPE OF SERVICES AND REQUIREMENTS
ALL FIELDS SHADED IN GREEN ARE REQUIRED TO BE COMPLETED.

Class "C" Maintenance

ITEM #	ROAD NAME	SQUARE FOOTAGE	ACREAGE	MOWING: PRICE PER MOW	MOWING: # OF MOWS PER YEAR	MOWING: ANNUAL PRICE
1	Williamson Boulevard Medians	154,138	3.54	$ -	33	$ -
2	Williamson Boulevard Roadsides	705,673	16.2	$ -	33	$ -
3	Airport Road Medians	25,580	0.59	$ -	33	$ -
4	Airport Road Roadsides	167,810	3.54	$ -	33	$ -
5	Summertrees Road Extention Medians	2,850	0.07	$ -	33	$ -
6	Summertrees Road Extention Roadsides	83,900	1.93	$ -	33	$ -
7	Town West Boulevard Medians	92,095	2.11	$ -	33	$ -
8	Town West Boulevard Roadsides	481,310	11.05	$ -	33	$ -
9	Coraci Boulevard Medians	25,215	0.58	$ -	33	$ -
10	Coraci Boulevard Roadsides	129,600	2.98	$ -	33	$ -
11	McGinnis Avenue Medians	19,635	0.45	$ -	33	$ -
12	McGinnis Avenue Roadsides	94,286	2.16	$ -	33	$ -
13	Willow Run Boulevard Medians	11,410	0.26	$ -	33	$ -
14	Willow Run Boulevard Roadsides	838,720	19.25	$ -	33	$ -
15	Fitzgerald Street Medians	9,072	0.21	$ -	33	$ -
16	Conrad Street Medians	9,960	0.23	$ -	33	$ -
17	Roberts Street Medians	3,878	0.09	$ -	33	$ -
18	Tree Garden Drive Median	7,250	0.17	$ -	33	$ -
19	Wiltshire Boulevard Medians	38,061	0.87	$ -	33	$ -
20	Countryside Drive Median	2,436	0.06	$ -	33	$ -
21	Merrinac Drive Medians	27,292	0.63	$ -	33	$ -
22	Sugar House Bouevard Medians	6,260	0.14	$ -	33	$ -
23	Hills Boulevard	1,952	0.04	$ -	33	$ -
24	Kingswood Way Medians	8,700	0.2	$ -	33	$ -
25	Coral Way Medians	2,500	0.06	$ -	33	$ -
26	Talo Circle Median	400	0.01	$ -	33	$ -
27	Peninsula Drive	15,000	0.34	$ -	33	$ -
				TOTAL (LINE ITEMS 1-27):		$ -

TURF MAINTENANCE

ITEM #	ROAD NAME	MULCH: ESTIMATED QUANTITIES CUBIC YARDS	MULCH: 1 X PER YEAR PRICE PER APPLICATION	GRANULAR FERTILIZER: PRICE PER APPLICATION	GRANULAR FERTILIZER: NUMBER OF TIMES PER YEAR	GRANULAR FERTILIZER: ANNUAL PRICE	TURF MAINTENANCE ANNUAL PRICE
28	Williamson Boulevard Medians			$ -	2	$ -	$ -
29	Airport Road Medians			$ -	2	$ -	$ -
30	Summertrees Road Extention Medians			$ -	2	$ -	$ -
31	Town West Boulevard Medians	110	$ -	$ -	2	$ -	$ -
32	Coraci Boulevard Medians	22	$ -	$ -	2	$ -	$ -
33	McGinnis Avenue Medians	3	$ -	$ -	2	$ -	$ -
34	Willow Run Boulevard Medians	10	$ -	$ -	2	$ -	$ -
35	Tree Garden Drive Median	127	$ -	$ -	2	$ -	$ -
36	Wiltshire Boulevard Medians	221	$ -				$ -
37	Countryside Drive Median	150	$ -				$ -
38	Sugar House Bouevard Medians	67	$ -				$ -
39	Kingswood Way Medians	31	$ -				$ -
				TOTAL TURF MAINTENANCE(LINE ITEMS 28-39):			$ -

PALM TREE MAINTENANCE

ITEM #	ROAD NAME	GRANULAR FERTILIZER "PALM SPECIAL": PRICE PER APPLICATION	GRANULAR FERTILIZER "PALM SPECIAL": NUMBER OF TIMES PER YEAR	GRANULAR FERTILIZER "PALM SPECIAL": ANNUAL PRICE	DISEASE AND INSECT CONTROL: PESTICIDE TREATMENT PRICE PER APPLICATION	DISEASE AND INSECT CONTROL: NUMBER OF TIMES PER YEAR	DISEASE AND INSECT CONTROL: PESTICIDE TREATMENT ANNUAL PRICE	DISEASE AND INSECT CONTROL: HERBICIDE TREATMENT PRICE PER APPLICATION	DISEASE AND INSECT CONTROL: NUMBER OF TIMES PER YEAR	DISEASE AND INSECT CONTROL: HERBICIDE TREATMENT ANNUAL PRICE	PALM TREE MAINTENANCE ANNUAL PRICE
40	Town West Boulevard Medians	$ -	2	$ -	$ -	2	$ -	$ -	2	$ -	$ -
41	Coraci Boulevard Medians	$ -	2	$ -	$ -	2	$ -	$ -	2	$ -	$ -
42	McGinnis Avenue Medians	$ -	2	$ -	$ -	2	$ -	$ -	2	$ -	$ -
43	Tree Garden Drive Median	$ -	2	$ -	$ -	2	$ -	$ -	2	$ -	$ -
									TOTAL (LINE ITEMS 40-43):		$ -

SHRUB & GROUNDCOVER MAINTENANCE

GRANULAR FERTILIZER

ITEM #	ROAD NAME	1X PER YEAR APPLICATION
44	Town West Boulevard Medians	$ -
45	Coraci Boulevard Medians	$ -
46	McGinnis Avenue Medians	$ -
47	Willow Run Boulevard Medians	$ -
48	Tree Garden Drive Median	$ -
	TOTAL (LINE ITEMS 44-48):	$ -
	TOTAL CLASS "C" (ITEMS 1-48):	$ -

Class "D" Maintenance

ITEM #	ROAD NAME	SQUARE FOOTAGE	ACREAGE	MOWING: PRICE PER MOW	MOWING: NUMBER OF MOWS PER YEAR	MOWING: ANNUAL PRICE
1	Taylor Road	233,277	5.36	$ -	24	$ -
2	Spruce Creek Road	558,400	12.82	$ -	24	$ -
3	Madeline Avenue	609,850	14.00	$ -	24	$ -
4	Canal View Boulevard	145,050	3.33	$ -	24	$ -
5	Central Park Boulevard	295,396	6.78	$ -	24	$ -
6	Clyde Morris Boulevard	203,940	4.68	$ -	24	$ -
7	Hensel Road	97,435	2.24	$ -	24	$ -
8	Yorktowne Boulevard Median	1,290	0.03	$ -	24	$ -
9	Yorktowne Boulevard Roadsides	207,520	4.76	$ -	24	$ -
10	Avon Court Triangle Median	2,500	0.06	$ -	24	$ -
11	Herbert Street	155,611	3.57	$ -	24	$ -
12	Train Depot Building (Herbert Street)	41,725	0.96	$ -	24	$ -
13	Commonwealth Boulevard	41,285	0.95	$ -	24	$ -
14	Oak Street (Dunlawton to Spruce Creek)	33,678	0.77	$ -	24	$ -
15	Jackson Street	20,686	0.47	$ -	24	$ -
16	Victoria Gardens Boulevard Medians	1,240	0.03	$ -	24	$ -
17	Victoria Gardens Boulevard Roadsides	28,510	0.65	$ -	24	$ -
18	Sweetwater Boulevard	12,736	0.29	$ -	24	$ -
19	Hidden Lake Drive	12,736	0.29	$ -	24	$ -
20	Old Hammock Road	14,268	0.33	$ -	24	$ -
21	Pepper Hill Road	6,779	0.16	$ -	24	$ -
22	Highpoint Drive	8,000	0.18	$ -	24	$ -
23	Renner Road	4,272	0.10	$ -	24	$ -
24	Dalford Road	7,226	0.17	$ -	24	$ -
25	Gladys Street	4,610	0.11	$ -	24	$ -
26	Newton Road	6,336	0.15	$ -	24	$ -
27	Bay Ridge Lane Median	9,184	0.21	$ -	24	$ -
28	Martin Road	3,464	0.08	$ -	24	$ -
29	Casey Lane (Dead End)	2,569	0.06	$ -	24	$ -
30	Sugar Forest (3 Medians)	4,800	0.11	$ -	24	$ -
31	Lex Court (Sidewalk & ROW)	4,500	0.10	$ -	24	$ -
32	Kenowood Drive (Medians & ROW)	2,400	0.06	$ -	24	$ -
33	Timberwood Trail (End of Cul-de-sac)	3,500	0.08	$ -	24	$ -
34	Lemon Street Right of Way	5,000	0.11	$ -	24	$ -
35	Norman & Palmetto (ROW)	13,500	0.31	$ -	24	$ -
36	Jackson Street (Green's Fenceline)	35,600	0.82	$ -	24	$ -
37	Dog Park on Niver Street	4,000	0.09	$ -	24	$ -
38	Oates Ave (Dead end before sign)	400	0.01	$ -	24	$ -
39	Dubois Ave (Right of Way)	700	0.02	$ -	24	$ -
40	Wood Street (Fenceline before pond)	1,800	0.04	$ -	24	$ -
41	Riverside Dr (ROW at Fox Place)	1,400	0.03	$ -	24	$ -
42	Riverside Dr (ROW at White Place)	1,000	0.02	$ -	24	$ -
43	Riverside Dr (ROW at Warmock)	200	0.00	$ -	24	$ -
44	Cambridge Subdivision (4 empty lots)	47,690	1.09	$ -	24	$ -
45	Woods Subdivision (6 empty lots)	81,350	1.87	$ -	24	$ -
46	Bay Ridge Lane Median	9,184	0.21	$ -	24	$ -
				TOTAL (LINE ITEMS 1-46):		$ -

TURF MAINTENANCE

ITEM #	ROAD NAME	MULCH: ESTIMATED QUANTITIES CUBIC YARDS	MULCH: 1 X PER YEAR PRICE PER APPLICATION
47	Yorktowne Boulevard Median	10	$ -
48	Victoria Gardens Boulevard Medians	20	$ -
	TOTAL (LINE ITEMS 47-48):		$ -

SHRUB & GROUNDCOVER MAINTENANCE

GRANULAR FERTILIZER

ITEM #	ROAD NAME	1X PER YEAR APPLICATION
49	Yorktowne Boulevard Median	$ -
50	Victoria Gardens Boulevard Medians	$ -
	TOTAL (LIINE ITEMS 49-50):	$ -

PALM TREE MAINTENANCE

ITEM #	ROAD NAME	DISEASE AND INSECT CONTROL: PESTICIDE TREATMENT PRICE PER APPLICATION	DISEASE AND INSECT CONTROL: NUMBER OF TIMES PER YEAR	DISEASE AND INSECT CONTROL: PESTICIDE TREATMENT ANNUAL PRICE	DISEASE AND INSECT CONTROL: HERBICIDE TREATMENT PRICE PER APPLICATION	DISEASE AND INSECT CONTROL: NUMBER OF TIMES PER YEAR	DISEASE AND INSECT CONTROL: HERBICIDE TREATMENT ANNUAL PRICE	PALM TREE MAINTENANCE ANNUAL PRICE
51	Yorktowne Boulevard Median	$ -	2	$ -	$ -	2	$ -	$ -
52	Victoria Gardens Boulevard Medians	$ -	2	$ -	$ -	2	$ -	$ -
							TOTAL (LINE ITEMS 51-52):	$ -
							TOTAL CLASS "D" (ITEMS 1-52):	$ -

GRAND TOTAL - ANNUAL PRICE CLASS "C" AND CLASS "D" MAINTENANCE: $ -

SERVICES TO BE PERFORMED ON AN 'AS NEEDED' BASIS ONLY

TURF MAINTENANCE- PESTICIDE AND HERBICIDE TREATMENTS

TREATMENT TYPE	PRICE PER 100 SQUARE FEET
PESTICIDE	$ -
HERBICIDE	$

SHRUB & GROUNDCOVER- PESTICIDE AND HERBICIDE TREATMENTS

TREATMENT TYPE	PRICE PER 100 SQUARE FEET
PESTICIDE	$ -
HERBICIDE	$ -

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____ _____, Tel.: _____ , (hereinafter called "PRINCIPAL"), and _____ , as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____ _____, Tel:_____(hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel: (386) 506-5501, (hereinafter called "OBLIGEE" or CITY", in the penal sum of_____dollars and (_____)/100 ($_____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated_____, 20_____ , for:

Project Name/Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

A. If the Principal shall not withdraw said bid withing one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds withing the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies. If the latter amount be in excess of the former, then the above obligations then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____day of_____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to the original bid bond and financial statement of Surety Company).

PRINCIPAL:

_____
Signature

_____
Corporate Officer & Title

ATTEST:

_____
Signature

_____
Corporate Secretary (Affix Corporate Seal)

WITTNESSESS:

_____

_____

SURETY:

_____
Attorney-in-Fact (signature)

_____
Name & Title

ATTEST:

_____
Signature

_____
Corporate Secretary (Affix Corporate Seal)

_____
Name of Local Resident Agent

_____
City, State, Zip

_____
Telephone:
A.M. Best No.:_____ NAIC No.:_____

STATE OF _____

COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____(corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

_____
Signature of Affiant

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2025, by_____ and who:

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

_____

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

END OF BID BOND

This document must be completed and returned with your Submittal

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:
Developer or Contractor: _____
Principal Business Address: _____
_____
Contact Person: _____
Phone Number: _____

SURETY: _____
Address: _____
_____

Contact Person: _____
Phone Number: _____

OWNER: City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: $_____ **City Case: _____**

Description of Work: _____

Project Location: _____
_____

Legal Description: _____

Front Page

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

DRAFT

Bond No._____

COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____, as Principal, and _____, a corporation, as Surety, are bound to_____, aFlorida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **AND____/100 DOLLARS** (**$**_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of _____, entered into by and between the Principal and the City, for Police Department Duct/HVAC Mold Remediation, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this__, day of_____, 20___.

Attest:

_____
(Principal)

_____ By:_____
(As to Corporate Principal) Secretary Name, Title

_____ *(Corporate Seal)*
(Witness to Principal)

_____
(Surety)

_____ By:_____
(Witness to Surety)

Name: _____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: ***Date of BOND must not be prior to date of Contract.*** *If Developer/Principal is Partnership, all partners should executeBOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.*

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 asamended) and be authorized to transact business in the State of Florida.

DRAFT

This affidavit must be completed and returned by the Awarded Bidder upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT #_____

☐ I hereby certify that I do not utilize an employee leasing company or employ leased employees. I further agree to notify the City in the event these circumstances change.

OR

☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing agreement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the workers' compensation coverage.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

This affidavit must be completed and returned by the Awarded Bidder upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKERS' COMPENSATION

State of _____

County of _____

I, _____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of sail Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20____ to _____, 20____.

WITNESS:

By:_____

Name:_____

CONTRACTOR:

Company:_____

By:_____

Name/Title: _____

Sworn to/Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

_____

NOTARY PUBLIC – STATE OF

Type or Print Name:_____

Commission No.: _____

Commission Expires:_____

(Seal)

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

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 _____. I am over the age of Twenty-one years old. I am the _____ of_____, a non- governmental entity which does
   (Title) **(Business Name)**
   business in the State of Florida, hereinafter called the "Entity."
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: _____, 20___ Signed: _____
Print Name: _____
Title: _____

SUBSCRIBED AND SWORN before me by means of [_XX_] physical presence or [__] online notarization on the ____ day of _____, 20___ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)

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

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **20**__, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. *Provision of Services*

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

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

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue until _____ (the "Term").

Manner and Place: As outlined in _____, 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. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. *If the contract is for goods include the following:* Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

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2. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "__" attached hereto, subject to a limit up to but not to exceed $_____. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

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

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

6. *Termination for Convenience of the City*

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

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

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

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

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

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

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

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

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

7. *Termination for Convenience for Subcontractors*. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

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

9. *Examination of Records*

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

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

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

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

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

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

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

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

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

11. *Termination for Non-Appropriation of Funds*

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

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

12. *Insurance*. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes

in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

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

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

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

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

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

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☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
	Additional Insurance Requirements		
☐	Property Insurance Builders Risk. Additional Coverage:	Limits: 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	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☒	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $100,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods.**		

13. *A Contract for the purchase* of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

15. *Modifications or Changes to this Contract*

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

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

16. *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.

17. *E-Verify*. Contractor 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 Contractor 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 Contractor with any subcontractor performing work under this Contract shall include the following language: "The Sub-Contractor 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 Contractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract. The Contractor covenants and agrees that if it is found in violation of this section of the Executive Order, such violation shall be in material breach of this Contract and Contractor 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.

18. *Warranties*. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

19. *Additional Warranties*. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

20. *Additional Bond Security*. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

21. *Inspection*

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

22. *Liability for Loss or Damage*.

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

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

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

(a) Contractor 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 Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor 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. Contractor 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.

24. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. 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.

25. *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.

26. *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.**

27. *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: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-____

Contractor: _____
Attention: _____
_____
_____
_____

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

30. *Contract Construction*

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

31. *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]

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Witnesses:

_____

_____
Printed Name:_____

_____
Printed Name:_____

By:_____
Printed Name:_____
Title:_____

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

Date:_____

DRAFT

CITY OF PORT ORANGE

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

Date:_____

ATTEST:

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

Date:_____

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End of Solicitation Documents

(Attachment 1) - Schedule of Unit Pricing
ITB 25-10 City Right-of-Ways Landscape Maintenance Services

NAME OF BUSINESS:
CONTACT PERSON:
EMAIL ADDRESS:
AUTHORIZED SIGNATURE:

Note: Blacked out fields indicate a specific task is NOT performed at the location on that particular line item; therefore, NO cost figure should be entered.

ALL PRICING SHALL BE IN ACCORDANCE WITH SECTION 3 - SCOPE OF SERVICES AND REQUIREMENTS

ALL FIELDS SHADED IN GREEN ARE REQUIRED TO BE COMPLETED.

Class "C" Maintenance

MOWING

ITEM #	ROAD NAME	SQUARE FOOTAGE	ACREAGE	PRICE PER MOW	OF MOWS PER YEAR	ANNUAL PRICE
1	Williamson Boulevard Medians	154,138	3.54	$ -	33	$ -
2	Williamson Boulevard Roadsides	705,673	16.2	$ -	33	$ -
3	Airport Road Medians	25,580	0.59	$ -	33	$ -
4	Airport Road Roadsides	167,810	3.54	$ -	33	$ -
5	Summertrees Road Extention Medians	2,850	0.07	$ -	33	$ -
6	Summertrees Road Extention Roadsides	83,900	1.93	$ -	33	$ -
7	Town West Boulevard Medians	92,095	2.11	$ -	33	$ -
8	Town West Boulevard Roadsides	481,310	11.05	$ -	33	$ -
9	Coraci Boulevard Medians	25,215	0.58	$ -	33	$ -
10	Coraci Boulevard Roadsides	129,600	2.98	$ -	33	$ -
11	McGinnis Avenue Medians	19,635	0.45	$ -	33	$ -
12	McGinnis Avenue Roadsides	94,286	2.16	$ -	33	$ -
13	Willow Run Boulevard Medians	11,410	0.26	$ -	33	$ -
14	Willow Run Boulevard Roadsides	838,720	19.25	$ -	33	$ -
15	Fitzgerald Street Medians	9,072	0.21	$ -	33	$ -
16	Conrad Street Medians	9,960	0.23	$ -	33	$ -
17	Roberts Street Medians	3,878	0.09	$ -	33	$ -
18	Tree Garden Drive Median	7,250	0.17	$ -	33	$ -
19	Wiltshire Boulevard Medians	38,061	0.87	$ -	33	$ -
20	Countryside Drive Median	2,436	0.06	$ -	33	$ -
21	Merrinac Drive Medians	27,292	0.63	$ -	33	$ -
22	Sugar House Bouevard Medians	6,260	0.14	$ -	33	$ -
23	Hills Boulevard	1,952	0.04	$ -	33	$ -
24	Kingswood Way Medians	8,700	0.2	$ -	33	$ -
25	Coral Way Medians	2,500	0.06	$ -	33	$ -
26	Talo Circle Median	400	0.01	$ -	33	$ -
27	Peninsula Drive	15,000	0.34	$ -	33	$ -
					TOTAL (LINE ITEMS 1-27):	$ -

TURF MAINTENANCE

ITEM #	ROAD NAME	MULCH: ESTIMATED QUANTITIES CUBIC YARDS	MULCH: 1 X PER YEAR PRICE PER APPLICATION	GRANULAR FERTILIZER: PRICE PER APPLICATION	GRANULAR FERTILIZER: NUMBER OF TIMES PER YEAR	GRANULAR FERTILIZER: ANNUAL PRICE	TURF MAINTENANCE ANNUAL PRICE
28	Williamson Boulevard Medians			$ -	2	$ -	$ -
29	Airport Road Medians			$ -	2	$ -	$ -
30	Summertrees Road Extention Medians			$ -	2	$ -	$ -
31	Town West Boulevard Medians	110	$ -	$ -	2	$ -	$ -
32	Coraci Boulevard Medians	22	$ -	$ -	2	$ -	$ -
33	McGinnis Avenue Medians	3	$ -	$ -	2	$ -	$ -
34	Willow Run Boulevard Medians	10	$ -	$ -	2	$ -	$ -
35	Tree Garden Drive Median	127	$ -	$ -	2	$ -	$ -
36	Wiltshire Boulevard Medians	221	$ -				$ -
37	Countryside Drive Median	150	$ -				$ -
38	Sugar House Bouevard Medians	67	$ -				$ -
39	Kingswood Way Medians	31	$ -				$ -
					TOTAL TURF MAINTENANCE(LINE ITEMS 28-39):		$ -

PALM TREE MAINTENANCE

ITEM #	ROAD NAME	GRANULAR FERTILIZER "PALM SPECIAL": PRICE PER APPLICATION	GRANULAR FERTILIZER "PALM SPECIAL": NUMBER OF TIMES PER YEAR	GRANULAR FERTILIZER "PALM SPECIAL": ANNUAL PRICE	DISEASE AND INSECT CONTROL: PESTICIDE TREATMENT PRICE PER APPLICATION	DISEASE AND INSECT CONTROL: NUMBER OF TIMES PER YEAR	DISEASE AND INSECT CONTROL: PESTICIDE TREATMENT ANNUAL PRICE	DISEASE AND INSECT CONTROL: HERBICIDE TREATMENT PRICE PER APPLICATION	DISEASE AND INSECT CONTROL: NUMBER OF TIMES PER YEAR	DISEASE AND INSECT CONTROL: HERBICIDE TREATMENT ANNUAL PRICE	PALM TREE MAINTENANCE ANNUAL PRICE
40	Town West Boulevard Medians	$ -	2	$ -	$ -	2	$ -	$ -	2	$ -	$ -
41	Coraci Boulevard Medians	$ -	2	$ -	$ -	2	$ -	$ -	2	$ -	$ -
42	McGinnis Avenue Medians	$ -	2	$ -	$ -	2	$ -	$ -	2	$ -	$ -
43	Tree Garden Drive Median	$ -	2	$ -	$ -	2	$ -	$ -	2	$ -	$ -
									TOTAL (LINE ITEMS 40-43):		$ -

SHRUB & GROUNDCOVER MAINTENANCE

GRANULAR FERTILIZER

ITEM #	ROAD NAME	1X PER YEAR APPLICATION
44	Town West Boulevard Medians	$ -
45	Coraci Boulevard Medians	$ -
46	McGinnis Avenue Medians	$ -
47	Willow Run Boulevard Medians	$ -
48	Tree Garden Drive Median	$ -
	TOTAL (LINE ITEMS 44-48):	$ -
	TOTAL CLASS "C" (ITEMS 1-48):	$ -

Class "D" Maintenance

ITEM #	ROAD NAME	SQUARE FOOTAGE	ACREAGE	MOWING: PRICE PER MOW	MOWING: NUMBER OF MOWS PER YEAR	MOWING: ANNUAL PRICE
1	Taylor Road	233,277	5.36	$ -	24	$ -
2	Spruce Creek Road	558,400	12.82	$ -	24	$ -
3	Madeline Avenue	609,850	14.00	$ -	24	$ -
4	Canal View Boulevard	145,050	3.33	$ -	24	$ -
5	Central Park Boulevard	295,396	6.78	$ -	24	$ -
6	Clyde Morris Boulevard	203,940	4.68	$ -	24	$ -
7	Hensel Road	97,435	2.24	$ -	24	$ -
8	Yorktowne Boulevard Median	1,290	0.03	$ -	24	$ -
9	Yorktowne Boulevard Roadsides	207,520	4.76	$ -	24	$ -
10	Avon Court Triangle Median	2,500	0.06	$ -	24	$ -
11	Herbert Street	155,611	3.57	$ -	24	$ -
12	Train Depot Building (Herbert Street)	41,725	0.96	$ -	24	$ -
13	Commonwealth Boulevard	41,285	0.95	$ -	24	$ -
14	Oak Street (Dunlawton to Spruce Creek)	33,678	0.77	$ -	24	$ -
15	Jackson Street	20,686	0.47	$ -	24	$ -
16	Victoria Gardens Boulevard Medians	1,240	0.03	$ -	24	$ -
17	Victoria Gardens Boulevard Roadsides	28,510	0.65	$ -	24	$ -
18	Sweetwater Boulevard	12,736	0.29	$ -	24	$ -
19	Hidden Lake Drive	12,736	0.29	$ -	24	$ -
20	Old Hammock Road	14,268	0.33	$ -	24	$ -
21	Pepper Hill Road	6,779	0.16	$ -	24	$ -
22	Highpoint Drive	8,000	0.18	$ -	24	$ -
23	Renner Road	4,272	0.10	$ -	24	$ -
24	Dalford Road	7,226	0.17	$ -	24	$ -
25	Gladys Street	4,610	0.11	$ -	24	$ -
26	Newton Road	6,336	0.15	$ -	24	$ -
27	Bay Ridge Lane Median	9,184	0.21	$ -	24	$ -
28	Martin Road	3,464	0.08	$ -	24	$ -
29	Casey Lane (Dead End)	2,569	0.06	$ -	24	$ -
30	Sugar Forest (3 Medians)	4,800	0.11	$ -	24	$ -
31	Lex Court (Sidewalk & ROW)	4,500	0.10	$ -	24	$ -
32	Kenowood Drive (Medians & ROW)	2,400	0.06	$ -	24	$ -
33	Timberwood Trail (End of Cul-de-sac)	3,500	0.08	$ -	24	$ -
34	Lemon Street Right of Way	5,000	0.11	$ -	24	$ -
35	Norman & Palmetto (ROW)	13,500	0.31	$ -	24	$ -
36	Jackson Street (Green's Fenceline)	35,600	0.82	$ -	24	$ -
37	Dog Park on Niver Street	4,000	0.09	$ -	24	$ -
38	Oates Ave (Dead end before sign)	400	0.01	$ -	24	$ -
39	Dubois Ave (Right of Way)	700	0.02	$ -	24	$ -
40	Wood Street (Fenceline before pond)	1,800	0.04	$ -	24	$ -
41	Riverside Dr (ROW at Fox Place)	1,400	0.03	$ -	24	$ -
42	Riverside Dr (ROW at White Place)	1,000	0.02	$ -	24	$ -
43	Riverside Dr (ROW at Warmock)	200	0.00	$ -	24	$ -
44	Cambridge Subdivision (4 empty lots)	47,690	1.09	$ -	24	$ -
45	Woods Subdivision (6 empty lots)	81,350	1.87	$ -	24	$ -
46	Bay Ridge Lane Median	9,184	0.21	$ -	24	$ -
				TOTAL (LIINE ITEMS 1-46):		$ -

TURF MAINTENANCE

ITEM #	ROAD NAME	MULCH: ESTIMATED QUANTITIES CUBIC YARDS	MULCH: 1 X PER YEAR PRICE PER APPLICATION
47	Yorktowne Boulevard Median	10	$ -
48	Victoria Gardens Boulevard Medians	20	$ -
	TOTAL (LINE ITEMS 47-48):		$ -

SHRUB & GROUNDCOVER MAINTENANCE

GRANULAR FERTILIZER

ITEM #	ROAD NAME	1X PER YEAR PRICE PER
49	Yorktowne Boulevard Median	$ -
50	Victoria Gardens Boulevard Medians	$ -
	TOTAL (LIINE ITEMS 49-50):	$ -

PALM TREE MAINTENANCE

ITEM #	ROAD NAME	DISEASE AND INSECT CONTROL: PESTICIDE TREATMENT PRICE PER APPLICATION	DISEASE AND INSECT CONTROL: NUMBER OF TIMES PER YEAR	DISEASE AND INSECT CONTROL: PESTICIDE TREATMENT ANNUAL PRICE	DISEASE AND INSECT CONTROL: HERBICIDE TREATMENT PRICE PER APPLICATION	NUMBER OF TIMES PER YEAR	HERBICIDE TREATMENT ANNUAL PRICE	PALM TREE MAINTENANCE ANNUAL PRICE
51	Yorktowne Boulevard Median	$ -	2	$ -	$ -	2	$ -	$ -
52	Victoria Gardens Boulevard Medians	$ -	2	$ -	$ -	2	$ -	$ -
						TOTAL (LINE ITEMS 51-52):		$ -
							TOTAL CLASS "D" (ITEMS 1-52):	$ -

GRAND TOTAL - ANNUAL PRICE CLASS "C" AND CLASS "D" MAINTENANCE:	$ -

SERVICES TO BE PERFORMED ON AN 'AS NEEDED' BASIS ONLY

TURF MAINTENANCE- PESTICIDE AND HERBICIDE TREATMENTS

TREATMENT TYPE	PRICE PER 100 SQUARE FEET
PESTICIDE	$ -
HERBICIDE	$ -

SHRUB & GROUNDCOVER- PESTICIDE AND HERBICIDE TREATMENTS

TREATMENT TYPE	PRICE PER 100 SQUARE FEET
PESTICIDE	$ -
HERBICIDE	$ -

Williamson Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
Roscoe Turner to School
S Williamson Blvd
Airport RD
Roscoe Turner Trail
Sterling Chase Dr
Whispering Wind Ct
Google Earth
900 ft
N

Williamson Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
Ashton Point Apartments to Roscoe Turner
Ashton Lakes Blvd
Cattail Creek Ln
Cypress Creek Ln
S Williamson Blvd
Airport Rd
Golf View Dr
Google Earth
1000 ft
N

Williamson Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
School to Bridge
S Williamson Blvd
Martin Rd
Google Earth
700 ft
N

Williamson Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
Bridge to Sawgrass/Summer Trees
Anita St
Hickory Grove Ln
Google Earth
400 ft
N

Williamson Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
School to Bridge
S Williamson Blvd
Martin Rd
Google Earth
N
700 ft

Williamson Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
Bridge to Sawgrass/Summer Trees
Hickory Grove Ln
Anita St
Williamson Blvd
Google Earth
400 ft
N

Williamson Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
Sawgrass to North End of Sawgrass
Sawgrass Rd
Grey Blanket Dr
Cypress Pond Rd
Cricket Wood Ct
Magnolia Loop
Summer Trees Rd
Dusk Meadow Trail
Spirit Point Dr
Google Earth
800 ft

Williamson Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
Taylorwoods to Dunlawton
4009
Woodpoint Place
S. Williamson Blvd
Google Earth
© 2018 Google
500 ft
N

Williamson Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
Dunlawton to US Foods
Google Earth
900 ft
N

Airport Rd
Right of Way (varies) and Medians
Mows Per Year: 32
North Side- Concrete wall to Sabal Creek Property
South Side-Airport Rd Park Ditch to Williamson. Exclude Waters Edge and Cypress Head Properties
Airport Rd
Waters Edge Blvd
Mike Ct
Tammy Ct
Google Earth
1000 ft
N

Summer Trees Rd
Right of Way (varies), Medians, and Pond
Mows Per Year: 32
Crooked Pine north to Williamson
4000
421
Summer Trees Rd
Crooked Pine Rd
Windsor Hill Dr
Surrey Park Dr
Google Earth
800 ft
N

Town West Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
Oceanstone to Coraci
Town W Blvd
Google Earth
600 ft
N

Town West Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
Tomoka Farms to Oceanstone
415
Tomoka Farms Rd
Town W Blvd
Google Earth
N
600 ft

Town West Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
Coraci to Fire Station
Google Earth
600 ft
N

Town West Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
Fire Station to Williamson
4009
Southern Retail Dr
Southern Retail Way
Southern Retail Ln
Town W Blvd
Southern Retail Ct
Palm Dr
Island Way
Google Earth
© 2018 Google
800 ft
N

Coraci Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
Cove Point to End
Coraci Blvd
Marina Run Dr
Google Earth
400 ft
N

Coraci Blvd
Right of Way (varies) and Medians
Mows Per Year: 32
Town West to Cove Point
Coraci Blvd
Cove Point Rd
Yellowwood Dr
Oak Bluffs Ave
Google Earth
500 ft
N

McGinnis Ave
Right of Ways and Medians (ROW varies)
Mows Per Year: 32
Williamson to Old Walker Way
4009
McGinnis Ave
Georgia Peach Ave
Google Earth
© 2018 Google
N
400 ft

McGinnis Ave
Right of Ways and Medians (ROW varies)
Mows Per Year: 32
Old Walker Way to Dead End
Google Earth
600 ft
N

Willow Run Blvd
Right of Ways and Medians (ROW varies)
Mows Per Year: 32
Clyde Morris to Tracy Dr
Willow Run Blvd
Blue Bell Dr
Laguilly Ln
Kane Dr
Morgan Rd
Google Earth
600 ft
N

Willow Run Blvd
Right of Ways (varies)
Mows Per Year: 32
Tracy Dr to Robbin Dr
Willow Run Blvd
Melissa Dr
Robbin Dr
Tracy Dr
Google Earth
690 ft
N

Willow Run Blvd
Right of Ways (varies)
Mows Per Year: 32
Robbin Dr to Hidden Lakes Dr
Willow Run Blvd
Peeta Dr N
Peeta Dr E
Peeta Dr W
Gale Ct
Gale Ln
Hidden Lake Dr
Robin Dr
Melissa Dr
Google Earth
© 2018 Google
600 ft
N

Willow Run Blvd
Right of Ways (varies)
Mows Per Year: 32
Hidden Lakes Dr to Williamson
4009
Willow Run Blvd
Google Earth
900 ft
N

Fitzgerald Medians
7 Medians
Mows Per Year: 32
Frederick Ave to Isabelle Ave
Frederick Ave
Conrad Ave
Pinsland Ave
Isabelle Ave
Fitzgerald St
Conrad St
400 ft
N
Google Earth

Conrad Medians
8 Medians
Mows Per Year: 32
Frederick Ave to Isabelle Ave
Frederick Ave
Isabelle Ave
Niver St
300 ft
N
Google Earth

Roberts Medians
9 Medians
Mows Per Year: 32
Orange Ave to Dead End
Orange Ave
Pineland Ave
Taylor Ave
Isabella Ave
Rogers Ave
Roberts St
Google Earth
400 ft
N

Tree Garden Medians
Right of Way Corner - 3 Medians
Mows Per Year: 32
Nova Rd to Sand Crest
Nova Rd
Sand Crest Dr
Sandy Woods Dr
Mill Run Ln
5A
Google Earth
400 ft
N

Wiltshire/Countryside Medians
5 Medians
Mows Per Year: 32
Spruce Creek to Trailwood
Wiltshire Blvd
Countryside Dr
Leisure Cir
Quail Ct
Pinerock Pl
Trailwood Dr
Google Earth
© 2018 Google
500 ft
N

Merrimac Medians
7 Medians
Mows Per Year: 32
Whiporwill Dr to Trailwood Dr
Google Earth
© 2018 Google
600 ft
N

Sugar Forest Medians

Sugar Forest Medians

Sugar Forest Medians

Hills Blvd Medians
1 Median
Mows Per Year: 32
Hills Blvd @ Hensel Rd
Hensel Rd
Hensel Rd
Hills Blvd
Google Earth
N
300 ft

Kingswood Way
Medians
2 Medians
Mows Per Year: 32
483
York Way
Google Earth
200 ft
N

Coral Way Median
1 Median
Mows Per Year: 32
441
Coral Way
Google Earth
200 ft
N

Talo Median
1 Median
Mows Per Year: 32
Talo Ct
S Pompano Dr
Google Earth
200 ft
N

Peninsula Dr
Right of Way
Mows Per Year: 32
Dunlawton Bridge to Demotte Ave
(West side ONLY)
Peninsula Dr
Demotte Ave
Google Earth
© 2018 Google
N
200 ft

Peninsula Pump
Right of Way
Mows Per Year: 32
S Peninsula Dr
Google Earth
© 2018 Google
200 ft
N

RIGHTS OF WAY MAINTENANCE LEVELS

Class "D" Maintenance

ALL PRICING SHALL BE IN ACCORDANCE WITH SECTION 3 - SCOPE OF SERVICES AND REQUIREMENTS

MOWING | TURF MAINTENANCE | TREE & SHRUB MAINTENANCE | PALM TREES

	ROAD NAME	SQUARE FOOTAGE	ACRES	COST PER MOW	Total Mows Per Year	TOTAL ANNUAL COST	MULCH: Estimated Quantities Cubic Yards	MULCH: COST PER APPLICATION	GRANULAR FERTILIZER: COST PER APPLICATION	GRANULAR FERTILIZER: NUMBER OF TIMES PER YEAR	GRANULAR FERTILIZER: TOTAL ANNUAL COST	PESTICIDE TREATMENT: TOTAL ANNUAL COST	HERBICIDE TREATMENT: TOTAL ANNUAL COST	GRANULAR FERTILIZER: IX PER YEAR TOTAL ANNUAL COST	PESTICIDE TREATMENT: TOTAL ANNUAL COST	HERBICIDE TREATMENT: TOTAL ANNUAL COST	GRANULAR FERTILIZER "PALM SPECIAL": COST PER APPLICATION	GRANULAR FERTILIZER "PALM SPECIAL": NUMBER OF TIMES PER YEAR	GRANULAR FERTILIZER "PALM SPECIAL": TOTAL ANNUAL COST	Total Annual Cost All Applications
28	Taylor Road	233,277			24		N/A	N/A	N/A	N/A		N/A	N/A		N/A		N/A	N/A	N/A	
29	Spruce Creek Road	544,407	12.82		24		N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	
30	Madeline Avenue	609	14		24		N/A		N/A	N/A	N/A	N/A		N/A	N/A	N/A			N/A	
31	Canal View Boulevard	145,200	3.33		24		N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
32	Central Park Boulevard	295,396	6.781		24		N/A	N/A				N/A	N/A	N/A		N/A	N/A	N/A	N/A	
33	Town Morris Boulevard	203,940	4.68		24		N/A	N/A		N/A			N/A		N/A		N/A	N/A		
34	Hensel Road	97,435	2.237		24			N/A	N/A	N/A			N/A				N/A	N/A		
35	Yorktown Boulevard Median	1,290	0.03		24		10		N/A	N/A	N/A	N/A					N/A	N/A	N/A	
36	York Town Boulevard Roadsides	207,520	4.764		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
37	Avon Court Triangle Median	2,500	0.057		24				N/A		N/A		N/A	N/A		N/A	N/A	N/A	N/A	
38	Herbert Street	155,672	72		24		N/A		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
39	Train Depot Building	41,725	0.958		24			N/A	N/A		N/A		N/A	N/A		N/A	N/A	N/A	N/A	
40	Commonwealth Boulevard	41,348	948		24		N/A		N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	
41	Oak Street to Spruce Creek	33,678	0.773		24		N/A	N/A		N/A	N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	
42	Jackson Street	20,686	0.475		24		N/A			N/A	N/A	N/A	N/A				N/A	N/A	N/A	
43	Victoria Gardens Boulevard Medians	1,240	0.028		24		20		N/A	N/A	N/A	N/A	N/A				N/A	N/A	N/A	
44	Victoria Gardens Boulevard Roadsides	28,510	0.654		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
45	Hidden Lake Drive	11,736	0.292		24		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
46	Old Hammock Road	14,268	0.328		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A	N/A	
47	Pelican Hill Road	6,779	0.156		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
48	Applegate Drive	8,000	0.184		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
49	Rennie Road	4,272	0.098		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
50	Dalford Road	7,226	0.166		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
51	Gladys Street	4,616	106		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
52	Newton Road	6,336	0.145		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
53	Bay Ridge Lane Median	9,184	0.211		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
54	Martin Road	464	0.01		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
55	Casey Lane (Dead End)	2,569	0.059		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
56	Ridge Forest (3 Medians	4,800	0.11		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
57	Lex Court (Sidewalk & ROW)	4,500	0.103		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
58	Kenowood Drive (Medians & ROW	2,400	0.055		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
59	Timberwood Trail (Cul-de-sac	3,500	0.08		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
60	Lemon Street (Right of Way)	5,000	0.115		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
61	Norman & Palmetto ROW	13,500	0.31		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
62	Jackson Street (Green's Fenceline	35,600	0.817		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
63	Park on River Street	4,000	0.092		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
64	Oates Ave (Dead end Information Sign)	400	0.009		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
65	DuBois Ave (Right of Way)	700	016		24	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
66	Wood Street (Fenceline behind wood)	1,800	0.041		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
67	Riverside Dr (ROW at Fox Place)	1,400	0.032		24	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
68	Riverside Dr (ROW at White Place	1,000	0.023		24	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
69	Riverside Dr (ROW at Warmock	200	0.005		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
70	Cambridge Subdivision (4 empty lots	47,690	1.095		24	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
71	Woods Subdivision (4 empty lots	81,350	1.868		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
72	Bay Ridge Lane Median	9,184	0.211		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
																Grand Total (Line Items 35-58)			$	-
																Annual Grand Total			$	-

Note: "N/A" indicates a specific task is NOT performed; therefore, NO cost figure should be entered.

Taylor Rd
Right of Way(varies) and 1 Median
Mows Per Year: 24
Duntawton to Yorktowne
421
Taylor Rd
Google Earth
N
300 ft

Taylor Rd
Right of way(varies)
Mows Per Year: 24
Yorktowne to Sweetwater
Taylor Rd
Google Earth
© 2016 Google
300 ft
N

Taylor Rd
Right of way(varies)
Mows Per Year: 24
Sweetwater to Clyde Morris
Taylor Rd
483
Google Earth
400 ft
N

Taylor Rd
Right of way(varies)
Mows Per Year: 24
Clyde Morris to Nob Hill
483
Taylor Rd
Spruce Creek Woods Dr
Nob Hill Blvd
Google Earth
© 2016 Google
400 ft
N

Taylor Rd
Right of way(varies)
Mows Per Year: 24
Nob Hill to Hensel
Nob Hill Blvd
Pleasant Ridge Dr W
Hensel Dr
600 ft
N
Google Earth

Taylor Rd
Right of way(varies)
Mows Per Year: 24
Hensel to Country Ln
Google Earth
600 ft
N

Taylor Rd
Right of way(varies)
Mows Per Year: 24
Country Ln to Raintree
Country Ln
Fieldstone Ct
Byron Rd
Raintree Dr
Google Earth
700 ft
N

Taylor Rd
Right of way(varies)
Mows Per Year: 24
Devon to Spruce Creek
Avon St
Google Earth
400 ft
N

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
City Line to Oak River
Spruce Creek Rd
Google Earth
© 2018 Google
500 ft
N

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Oak River to Del Mar
Spruce Creek Rd
Yosemite Dr
Riverwood Dr
Google Earth
500 ft
N

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Del Mar to Cove
Sun Lake Dr
Spruce Creek Rd
Palmas Dr
Google Earth
N
500 ft

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Cove to Central Park
Samara Rd
Gladys Ct
Vaughn Rd
Cove Ct
Galen Ct
Spruce Creek Rd
Google Earth
© 2018 Google
500 ft
N

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Central Park to Lone Oak
Lone Oak Dr
Spruce Creek Rd
Hatteras Dr
Central Park Blvd
Google Earth
© 2016 Google
500 ft
N

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Lone Oak to Merrimac
Merrimac Dr
Apple Ct
Whippoorwill Dr
Drawview Square
Saybrook St
Brandon Ln
Spruce Creek Rd
Lone Oak Dr
Google Earth
© 2018 Google
N
500 ft

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Merrimac to Westminster
Westminster Dr
Nevada Dr
Spruce Creek Rd
Tonia Dr
S Brighton Dr
Hamlet Dr
Spruceview Dr
Hopi Ct
Woodstock Dr
Apple Ct
Merrimac Dr
Google Earth
© 2018 Google
N
500 ft

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Westminster to Abby
Abbey Ln
Abbey Ln
Dover Ct
Kent Ct
N Brighton Dr
Spruce Creek Rd
Westminster Dr
Leisure Cir
Sagewood Dr
Countryside Dr
Google Earth
© 2018 Google
N
500 ft

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Abby to Taylor
Wiltshire Blvd
Abbey Ln
Abby Ln
Leisure Cir
Google Earth
© 2018 Google
500 ft
N

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Taylor to Laurie
Sandy Palm Dr
Palm Pl E
S Greenway Dr
Spruce Creek Rd
Greenside Ave
Millbrook Ave
Taylor Rd
Google Earth
© 2013 Google
500 ft
N

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Laurie to Parkwood
Spruce Creek Rd
Vagabond Dr
Sparton Ave
Laurie Ave
Google Earth
600 ft
N

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Parkwood to Nova
5A
Google Earth
400 ft
N

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Chamberlin to Royal Palm
Marshfield Dr
Wilson Dr
Briant Dr
Newman Dr
Chamberlin Blvd
Google Earth
600 ft
N

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Royal Palm to Commonwealth
Woodbolt Dr
Spruce Creek Rd
Royal Palm Cir
Google Earth
600 ft
N

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Sanders to Jackson
Jackson St
Alder Dr
Spruce Creek Rd
Sanders Rd
Google Earth
500 ft
N

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Jackson to Eastport
Jackson St
Google Earth
N
500 ft

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Eastport to Selin
Spruce Creek Rd
Eastport Park Way
600 ft
N
Google Earth

Spruce Creek Rd
Right of Ways (varies)
Mows Per Year: 24
Selin to Dunlawton
421
Oak St
Google Earth
© 2018 Google
600 ft
N

Madeline
Right of Ways (varies)
Mows Per Year: 24
McDonald to Country Walk
Madeline Ave
Reservation Ct
Sugar House Ct
Sugar House Cir
McDonald Rd
Google Earth
400 ft
N

Madeline
Right of Ways (varies)
Mows Per Year: 24
Country Walk to Pepper Hill
Google Earth
400 ft
N

Madeline
Right of Ways (varies)
Mows Per Year: 24
Pepper Hill to Jackson
Madeline Ave
Indigo Ct
Sugar House Dr
Google Earth
400 ft
N

Madeline
Right of Ways (varies)
Mows Per Year: 24
Jackson to Nova
Sugar House Dr
5A
Google Earth
© 2015 Google
N
400 ft

Madeline
Right of Ways (varies)
Mows Per Year: 24
Lazy Hammock to Kon Tiki
Google Earth
400 ft
N

Madeline
Right of Ways (varies)
Mows Per Year: 24
Kon Tiki to Greenfield
Fall Dr
Madeline Ave
Greenfield Dr
Alcala Terrace
Barefoot Trail
Sand Pebble Cir
Google Earth
400 ft
N

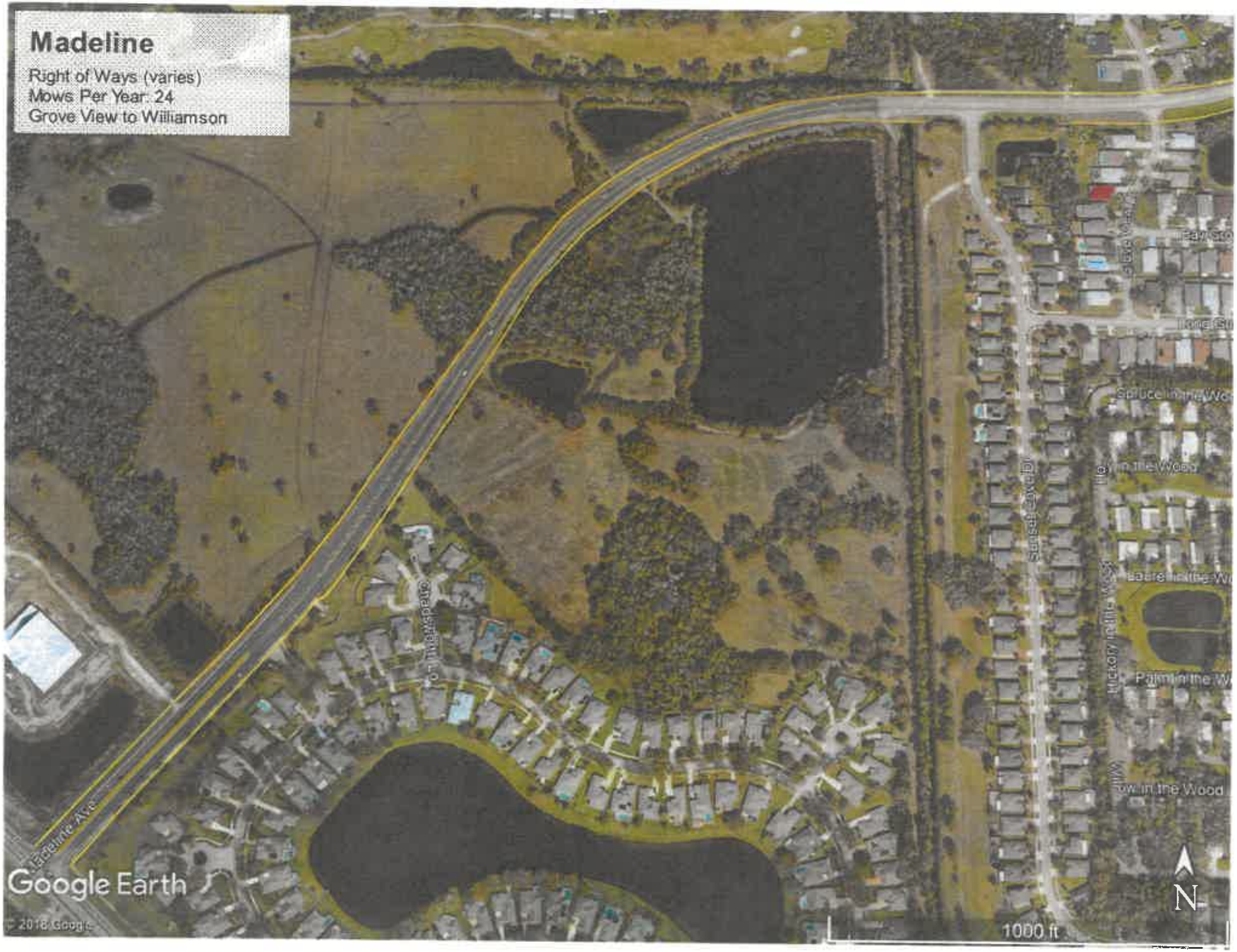
Madeline
Right of Ways (varies)
Mows Per Year: 24
Greenfield to Indian Hill
Madeline Ave
Dove Ave
Bassler Ave
Autumn Trail
Google Earth
400 ft
N

Madeline
Right of Ways (varies)
Mows Per Year: 24
Indian Hill to Bruner
Madeline Ave
Bruner Rd
Indian Hill Dr
Google Earth
500 ft
N

Madeline
Right of Ways (varies)
Mows Per Year: 24
Bruner to Clyde Morris
Madeline Ave
Clyde Morris Blvd
Bruner Rd
Sonningdale Dr
Google Earth
500 ft
N

Madeline
Right of Ways (varies)
Mows Per Year: 24
Clyde Morris to Long Grove
483
Google Earth
© 2018 Google
500 ft
N

Madeline
Right of Ways (varies)
Mows Per Year: 24
Long Grove to Grove View
Madeline Ave
Grove View Ln
Google Earth
N
500 ft

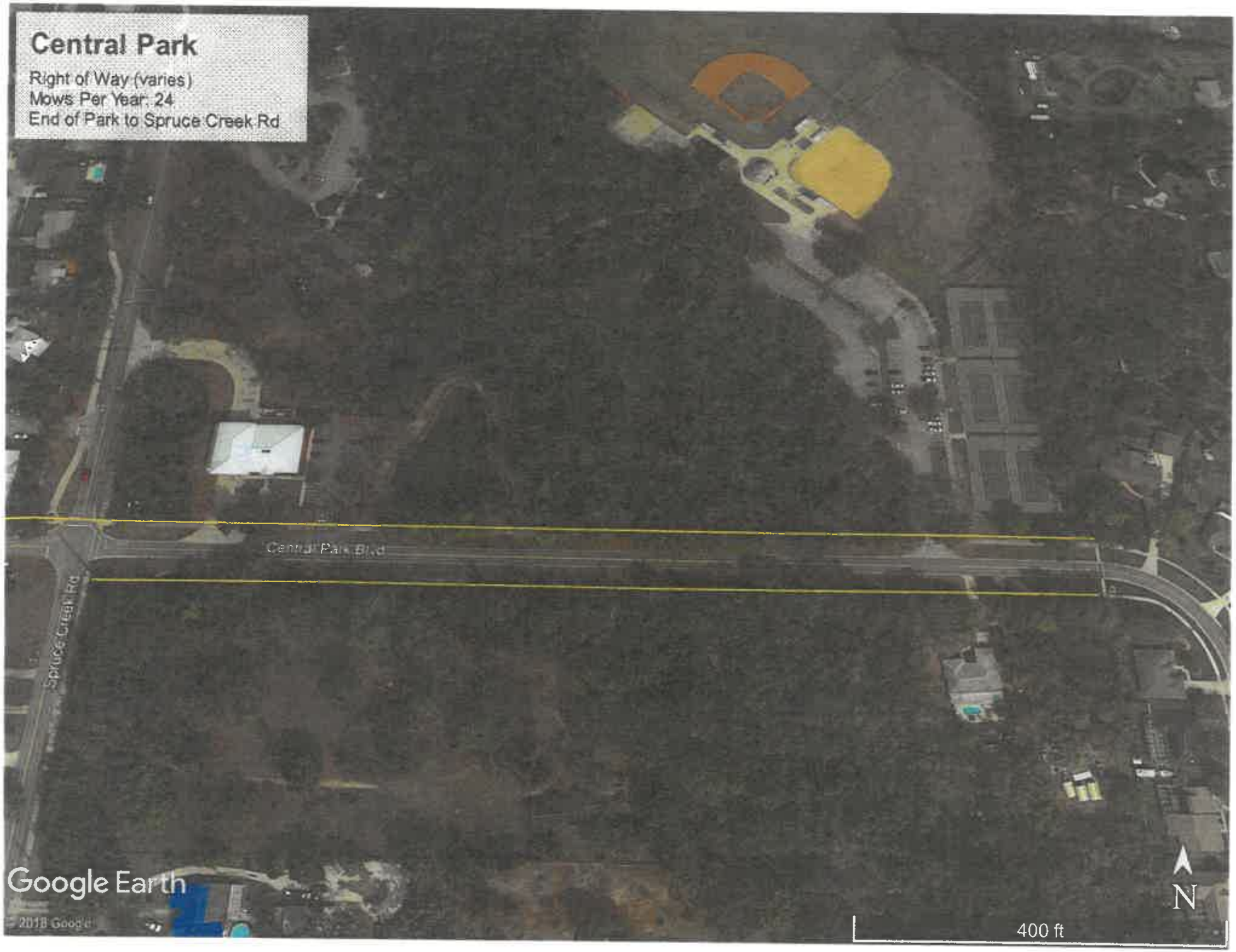

Madeline
Right of Ways (varies)
Mows Per Year: 24
Grove View to Williamson
Madeline Ave
Google Earth
© 2018 Google
1000 ft
N

Canal View
Right of Ways (varies)
Mows Per Year: 24
Nova to Dunlawton
Canal View Blvd
Canal St
Google Earth
1000 ft
N

Central Park
Right of Way (varies)
Mows Per Year: 24
Park Ridge Dr to Broken Bow
Retention
Park Ridge Dr
Planters Ct
Google Earth
© 2018 Google
400 ft
N

Central Park
Right of Way (varies)
Mows Per Year: 24
Spruce Creek Rd to Newton Rd
Amy Lee Cir
Spruce Creek Rd
Newton Rd
Google Earth
N
400 ft

Central Park
Right of Way (varies)
Mows Per Year: 24
Newton Rd to Park Ridge Dr
Central Park Blvd
Park Ridge Dr
Planera Ct
Penrose Ct
Prospect Point Dr
Penrose St
Penrose Ct
Amy Lee Cir
Penam Dr
Newton Rd
Google Earth
© 2018 Google
400 ft
N


Central Park
Right of Way (varies)
Mows Per Year: 24
End of Park to Spruce Creek Rd
Central Park Blvd
Spruce Creek Rd
Google Earth
© 2018 Google
N
400 ft

Clyde Morris
Right of way(varies)
Mows Per Year: 24
Taylor to Dunlawton
483
Clyde Morris Blvd
Stewart Ave
Sweetwater Blvd
Taylor Rd
Google Earth
1000 ft
N

Hensel Rd
Right of way(varies)
Mows Per Year: 24
Bayridge to Taylor Rd
Google Earth
N
500 ft

Hensel Rd
Right of way(varies)
Mows Per Year: 24
Vista View to Bayridge
Bayridge Ln
Vista View Cir
Hensel Rd
Google Earth
© 2018 Google
N
400 ft

Hensel Rd
Right of way(varies)
Mows Per Year: 24
Hills Blvd to Vista View
Hensel Rd
Rocko Rd
Hills Blvd
Google Earth
400 ft
N

Hensel Rd
Right of way(varies)
Mows Per Year: 24
Highpoint to Hills Blvd
Hensel Rd
Hawks Ridge Rd
Highpoint Dr
Seminole Woods Dr
Google Earth
N
400 ft

Hensel Ext.
Right of way(varies)
Mows Per Year: 24
Central Park to Pringle
Central Park Blvd
Brecken ridge Dr
Pringle Rd
Hensel Rd
Google Earth
© 2018 Google
500 ft
N

Yorktowne Blvd
Right of Ways (varies) and Median
Mows Per Year: 24
Dunlawton to Apartment Complex
421
Yorktowne Blvd
Dunlawton Ave
N
Google Earth
© 2013 Google

Yorktowne Blvd
Right of Ways (varies)
Mows Per Year: 24
Apartment Complex to Bourbon
Bourbon St
Google Earth
400 ft
N

Yorktowne Blvd
Right of Ways (varies)
Mows Per Year: 24
Bourbon to Dorsiere
Yorktowne Blvd
95
Google Earth
N
400 ft

Yorktowne Blvd
Right of Ways (varies)
Mows Per Year: 24
Dorsiere to Hidden Lake
Yorktowne Blvd
95
Google Earth
© 2018 Google
400 ft
N

Avon Ct Median
1 Median
Mows Per Year: 24
Avon St
Avon Ct
Bellamy Ave
Trailer Square
Google Earth
300 ft
N

Herbert
Right of Ways (varies)
Mows Per Year: 24
Jackson to Nova
5A
Google Earth
300 ft
N

Herbert
Right of Ways (varies)
Mows Per Year: 24
Nova to Old Hammock
Old Hammock Rd
Herbert St
Google Earth
400 ft
N

Herbert
Right of Ways (varies)
Mows Per Year: 24
Old Hammock to Silver Sands Middle
Herbert St
Google Earth
400 ft
N
W Sammis Ave

Herbert
Right of Ways (varies)
Mows Per Year: 24
Silver Sands Middle to Tumbler
Google Earth
N

Herbert
Right of Ways (varies)
Mows Per Year: 24
Tumbler to Terrace Village
Google Earth
© 2015 Google
400 ft
N

Herbert
Right of Ways (varies)
Mows Per Year: 24
Terrace Village to Clyde Morris
483
Google Earth
400 ft
N

Herbert Train Depot
Right of Ways (varies)
Mows Per Year: 24
Google Earth
200 ft
N

Commonwealth
Right of Ways (varies)
Mows Per Year: 24
Spruce Creek to RR Cross
Commonwealth Blvd
Spruce Creek Rd
Tropical Cir
Royal Palm Cir
Skyview St
Wood St
Google Earth
600 ft
N

Commonwealth
Right of Ways (varies)
Mows Per Year: 24
Frederick to Westridge
Beverly St
Fitzgerald St
Frederick Ave
Commer Ave
Pineland Ave
Isabella Ave
Taylor Ave
Google Earth
© 2018 Google
600 ft
N

Oak St
Right of Ways (varies)
Mows Per Year: 24
Dunlawton to Spruce Creek
421
Dunlawton Ave
Dunlawton Ct
Google Earth
N
400 ft

Jackson
Right of Ways (varies)
Mows Per Year: 24
Madeline to Sweetgum
Jackson St
Sweetgum St
Google Earth
300 ft
N

Jackson
Right of Ways (varies)
Mows Per Year: 24
Herbert to Canal View
Canal View Blvd
Jackson St
Google Earth
© 2018 Google
N
300 ft

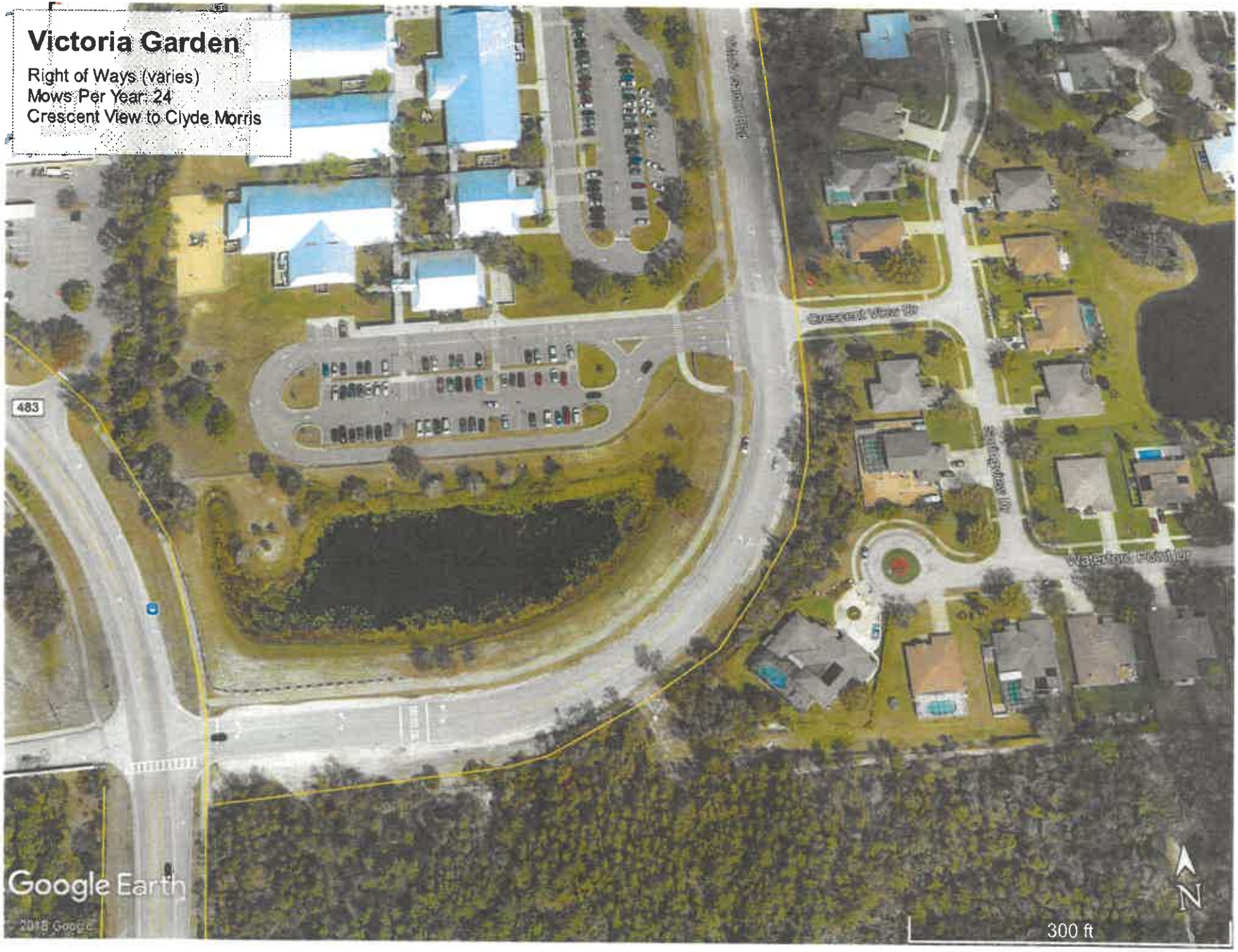
Jackson
Right of Ways (varies)
Mows Per Year: 24
Canal View to Samms
Samms Ave
Jackson St
Parker St
Google Earth
300 ft
N

Jackson
Right of Ways (varies)
Mows Per Year: 24
Samms to Dianne
Jackson St
Jackson St
5A
Google Earth
© 2018 Google
N
300 ft

Jackson
Right of Ways (varies)
Mows Per Year: 24
Dianne to Oak
Google Earth
© 2018 Google
300 ft
N

Victoria Garden
Right of Ways (varies) & 2 Median
Mows Per Year: 24
Dunlawton to Apple View
Google Earth
400 ft
N

Victoria Garden
Right of Ways (varies)
Mows Per Year: 24
Apple View to Crescent View
Victoria Garden Blvd
Crescent View Dr
Google Earth
400 ft
N


Victoria Garden
Right of Ways (varies)
Mows Per Year: 24
Crescent View to Clyde Morris
483
Crescent View Dr
Waterfront Dr
Google Earth
2018 Google
N
300 ft

Hidden Lake
Right of Ways Edge of Sidewalk
to Edge of Sidewalk
Mows Per Year: 24
Yorktowne to Canal
Schoolhouse Dr
Google Earth
300 ft
N

Old Hammock
Right of Ways (varies)
Mows Per Year: 24
Old Hammock Rd
Golden Gate Cir
Carla Cir
Heath St
Google Earth
400 ft
N

Pepper Hill
Right of Ways (varies)
Mows Per Year: 24
Madeline to Hudson
Pepper Hill Rd
Madeline Ave
Google Earth
© 2018 Google
300 ft
N

Pepper Hill
Right of Ways (varies)
Mows Per Year: 24
Hudson to Dead End
Hudson Ln
Pepperhill Rd
Google Earth
© 2018 Google
300 ft
N

Highpoint Dr
Right of way(varies)
Mows Per Year: 24
Hensel to Waterhouse
Highpoint Dr
Waterhouse Ct
Google Earth
200 ft
N

Renner Rd
Fence Line
Mows Per Year: 24
Spruce Creek Rd to Dalford Rd
Vaughn Rd
Renner Rd
Half Moon Dr
Google Earth
N
300 ft

Dalford Rd
Right of way corner/retention ditch
Mows Per Year: 24
@ Newton Rd
Dalford Rd
Newton Rd
Gladys St
Samara Rd
Google Earth
© 2018 Google
200 ft
N

Gladys Street & Newton Road (Corners)
Image © 2025 Airbus

Bayridge Ln
Median
1 Median
Mows Per Year: 24
@ Hensel
Bayridge Ln
Hensel Rd
Google Earth
© 2018 Google
200 ft
N

Martin Road

Casey Lane

Sugar Forest Medians

Sugar Forest Medians

Sugar Forest Medians

Lex Court

Kenowood Drive

Timberwood Drive

Lemon Street

Norman Street & Palmetto Street (Corners)

Jackson Street (Green's Fenceline)

Niver Street (Dog Park)

Oates Avenue

Dubois Avenue

Wood Street (Fenceline)

Riverside at Fox Place

Riverside at White Place

Riverside at Warnock Place

Cambridge Subdivision (4 Empty Lots)

Woods Subdivision (6 Empty Lots)

BID TABULATION

ITB #25-10 City Right-of-Ways Landscape Maintenance Services

BRIGHTVIEW LANDSCAPE SERVICES

Class "C" Maintenance

MOWING

ITEM #	ROAD NAME	SQUARE FOOTAGE	ACREAGE	PRICE PER MOW	NUMBER OF MOWS PER YEAR	MOWING ANNUAL PRICE
1	Williamson Boulevard Medians	154,138	3.54	$ 212.40	33	$ 7,009.20
2	Williamson Boulevard Roadsides	705,673	16.2	$ 972.00	33	$ 32,076.00
3	Airport Road Medians	25,580	0.59	$ 35.40	33	$ 1,168.20
4	Airport Road Roadsides	167,810	3.54	$ 212.40	33	$ 7,009.20
5	Summertrees Road Extention Medians	2,850	0.07	$ 4.20	33	$ 138.60
6	Summertrees Road Extention Roadsides	83,900	1.93	$ 115.80	33	$ 3,821.40
7	Town West Boulevard Medians	92,095	2.11	$ 126.60	33	$ 4,177.80
8	Town West Boulevard Roadsides	481,310	11.05	$ 663.00	33	$ 21,879.00
9	Coraci Boulevard Medians	25,215	0.58	$ 34.80	33	$ 1,148.40
10	Coraci Boulevard Roadsides	129,600	2.98	$ 177.00	33	$ 5,841.00
11	McGinnis Avenue Medians	19,635	0.45	$ 27.00	33	$ 891.00
12	McGinnis Avenue Roadsides	94,286	2.16	$ 129.60	33	$ 4,276.80
13	Willow Run Boulevard Medians	11,410	0.26	$ 15.60	33	$ 514.80
14	Willow Run Boulevard Roadsides	838,720	19.25	$ 1,155.00	33	$ 38,115.00
15	Fitzgerald Street Medians	9,072	0.21	$ 12.60	33	$ 415.80
16	Conrad Street Medians	9,960	0.23	$ 13.80	33	$ 455.40
17	Roberts Street Medians	3,878	0.09	$ 5.40	33	$ 178.20
18	Tree Garden Drive Median	7,250	0.17	$ 10.20	33	$ 336.60
19	Wiltshire Boulevard Medians	38,061	0.87	$ 52.20	33	$ 1,722.60
20	Countryside Drive Median	2,436	0.06	$ 3.60	33	$ 118.80
21	Merrinac Drive Medians	27,292	0.63	$ 37.80	33	$ 1,247.40
22	Sugar House Bouevard Medians	6,260	0.14	$ 8.40	33	$ 277.20
23	Hills Boulevard	1,952	0.04	$ 2.40	33	$ 79.20
24	Kingswood Way Medians	8,700	0.2	$ 12.00	33	$ 396.00
25	Coral Way Medians	2,500	0.06	$ 3.60	33	$ 118.80
26	Talo Circle Median	400	0.01	$ 0.60	33	$ 19.80
27	Peninsula Drive	15,000	0.34	$ 20.40	33	$ 673.20
					TOTAL (LINE ITEMS 1-27):	$ 134,105.40

TURF MAINTENANCE

ITEM #	ROAD NAME	MULCH: ESTIMATED QUANTITIES CUBIC YARDS	MULCH: 1 X PER YEAR PRICE PER APPLICATION	GRANULAR FERTILIZER: PRICE PER APPLICATION	GRANULAR FERTILIZER: NUMBER OF TIMES PER YEAR	GRANULAR FERTILIZER: ANNUAL PRICE	TURF MAINTENANCE ANNUAL PRICE
28	Williamson Boulevard Medians			$ 1,283.00	2	$ 2,566.00	$ 2,566.00
29	Airport Road Medians			$ 187.00	2	$ 374.00	$ 374.00
30	Summertrees Road Extention Medians			$ 17.00	2	$ 34.00	$ 34.00
31	Town West Boulevard Medians	110	$ 5,500.00	$ 626.00	2	$ 1,252.00	$ 6,752.00
32	Coraci Boulevard Medians	22	$ 1,100.00	$ 213.00	2	$ 426.00	$ 1,526.00
33	McGinnis Avenue Medians	3	$ 150.00	$ 347.00	2	$ 694.00	$ 844.00
34	Willow Run Boulevard Medians	10	$ 500.00	$ 96.00	2	$ 192.00	$ 692.00
35	Tree Garden Drive Median	127	$ 6,350.00	$ 42.00	2	$ 84.00	$ 6,434.00
36	Wiltshire Boulevard Medians	221	$ 11,050.00				$ 11,050.00
37	Countryside Drive Median	150	$ 7,500.00				$ 7,500.00
38	Sugar House Bouevard Medians	67	$ 3,350.00				$ 3,350.00
39	Kingswood Way Medians	31	$ 1,550.00				$ 1,550.00
						TOTAL TURF MAINTENANCE(LINE ITEMS 28-39):	$ 42,672.00

SHRUB & GROUNDCOVER MAINTENANCE

GRANULAR FERTILIZER

ITEM #	ROAD NAME	1 X PER YEAR PRICE PER APPLICATION
40	Town West Boulevard Medians	$ 10.00
41	Coraci Boulevard Medians	$ 8.00
42	McGinnis Avenue Medians	$ 8.00
43	Willow Run Boulevard Medians	$ 2.00
44	Tree Garden Drive Median	$ 10.00
	TOTAL (LINE ITEMS 40-44):	$ 38.00

PALM TREE MAINTENANCE

ITEM #	ROAD NAME	GRANULAR FERTILIZER "PALM SPECIAL" (TWICE/YEAR): PRICE PER APPLICATION	GRANULAR FERTILIZER "PALM SPECIAL" (TWICE/YEAR): GRANULAR FERTILIZER ANNUAL PRICE (2X/YEAR)	DISEASE AND INSECT CONTROL (TWICE/YEAR): PESTICIDE TREATMENT: PRICE PER APPLICATION	PESTICIDE TREATMENT: PESTICIDE TREATMENT ANNUAL PRICE (2X/YEAR)	HERBICIDE TREATMENT: PRICE PER APPLICATION	HERBICIDE TREATMENT: HERBICIDE TREATMENT ANNUAL PRICE (2X/YEAR)	PALM TREE MAINTENANCE ANNUAL PRICE
45	Town West Boulevard Medians	$ 841.50	$ 1,683.00	$ 1,188.00	$ 2,376.00	$ 1,188.00	$ 2,376.00	$ 6,435.00
46	Coraci Boulevard Medians	$ 357.00	$ 714.00	$ 504.00	$ 1,008.00	$ 504.00	$ 1,008.00	$ 2,730.00
47	McGinnis Avenue Medians	$ 586.50	$ 1,173.00	$ 828.00	$ 1,656.00	$ 828.00	$ 1,656.00	$ 4,485.00
48	Tree Garden Drive Median	$ 127.00	$ 254.00	$ 180.00	$ 360.00	$ 180.00	$ 360.00	$ 974.00
						TOTAL (LINE ITEMS 45-48):		$ 14,624.00

TOTAL CLASS "C" (ITEMS 1-48): $ 191,439.40

Class "D" Maintenance

MOWING

ITEM #	ROAD NAME	SQUARE FOOTAGE	ACREAGE	PRICE PER MOW	NUMBER OF MOWS PER YEAR	MOWING ANNUAL PRICE
1	Taylor Road	233,277	5.36	$ 321.60	24	$ 7,718.40
2	Spruce Creek Road	558,400	12.82	$ 769.20	24	$ 18,460.80
3	Madeline Avenue	609,850	14.00	$ 840.00	24	$ 20,160.00
4	Canal View Boulevard	145,050	3.33	$ 199.80	24	$ 4,795.20
5	Central Park Boulevard	295,396	6.78	$ 406.80	24	$ 9,763.20
6	Clyde Morris Boulevard	203,940	4.68	$ 280.80	24	$ 6,739.20
7	Hensel Road	97,435	2.24	$ 134.40	24	$ 3,225.60
8	Yorktowne Boulevard Median	1,290	0.03	$ 1.80	24	$ 43.20
9	Yorktowne Boulevard Roadsides	207,520	4.76	$ 285.60	24	$ 6,854.40
10	Avon Court Triangle Median	2,500	0.06	$ 3.60	24	$ 86.40
11	Herbert Street	155,611	3.57	$ 214.20	24	$ 5,140.80
12	Train Depot Building (Herbert Street)	41,725	0.96	$ 57.60	24	$ 1,382.40
13	Commonwealth Boulevard	41,285	0.95	$ 57.00	24	$ 1,368.00
14	Oak Street (Dunlawton to Spruce Creek)	33,678	0.77	$ 46.20	24	$ 1,108.80
15	Jackson Street	20,686	0.47	$ 28.20	24	$ 676.80
16	Victoria Gardens Boulevard Medians	1,240	0.03	$ 1.80	24	$ 43.20
17	Victoria Gardens Boulevard Roadsides	28,510	0.65	$ 39.00	24	$ 936.00
18	Hidden Lake Drive	12,736	0.29	$ 17.40	24	$ 417.60
19	Old Hammock Road	14,268	0.33	$ 19.80	24	$ 475.20
20	Pepper Hill Road	6,779	0.16	$ 9.60	24	$ 230.40
21	Highpoint Drive	8,000	0.18	$ 10.80	24	$ 259.20
22	Renner Road	4,272	0.10	$ 6.00	24	$ 144.00
23	Dalford Road	7,226	0.17	$ 10.20	24	$ 244.80
24	Gladys Street	4,610	0.11	$ 6.60	24	$ 158.40
25	Newton Road	6,336	0.15	$ 9.00	24	$ 216.00
26	Bay Ridge Lane Median	9,184	0.21	$ 12.60	24	$ 302.40
27	Martin Road	3,464	0.08	$ 4.80	24	$ 115.20
28	Casey Lane (Dead End)	2,569	0.06	$ 3.60	24	$ 86.40
29	Sugar Forest (3 Medians)	4,800	0.11	$ 6.60	24	$ 158.40
30	Lex Court (Sidewalk & ROW)	4,500	0.10	$ 6.00	24	$ 144.00
31	Kenowood Drive (Medians & ROW)	2,400	0.06	$ 3.60	24	$ 86.40
32	Timberwood Trail (End of Cul-de-sac)	3,500	0.08	$ 4.80	24	$ 115.20
33	Lemon Street Right of Way	5,000	0.11	$ 6.60	24	$ 158.40
34	Norman & Palmetto (ROW)	13,500	0.31	$ 18.60	24	$ 446.40
35	Jackson Street (Green's Fenceline)	35,600	0.82	$ 49.20	24	$ 1,180.80
36	Dog Park on Niver Street	4,000	0.09	$ 5.40	24	$ 129.60
37	Oates Ave (Dead end before sign)	400	0.01	$ 0.60	24	$ 14.40
38	Dubois Ave (Right of Way)	700	0.02	$ 1.20	24	$ 28.80
39	Wood Street (Fenceline before pond)	1,800	0.04	$ 2.40	24	$ 57.60
40	Riverside Dr (ROW at Fox Place)	1,400	0.03	$ 1.80	24	$ 43.20
41	Riverside Dr (ROW at White Place)	1,000	0.02	$ 1.20	24	$ 28.80
42	Riverside Dr (ROW at Warmock)	200	0.00	$ 0.60	24	$ 14.40
43	Cambridge Subdivision (4 empty lots)	47,690	1.09	$ 65.40	24	$ 1,569.60
44	Woods Subdivision (6 empty lots)	81,350	1.87	$ 112.20	24	$ 2,692.80
45	Bay Ridge Lane Median	9,184	0.21	$ 12.60	24	$ 302.40
				TOTAL (LIINE ITEMS 1-45):		$ 98,323.20

TURF MAINTENANCE

MULCH

ITEM #	ROAD NAME	ESTIMATED QUANTITIES CUBIC YARDS	1 X PER YEAR PRICE PER APPLICATION
46	Yorktowne Boulevard Median	10	$ 500.00
47	Victoria Gardens Boulevard Medians	20	$ 1,000.00
	TOTAL (LINE ITEMS 46-47):		$ 1,500.00

SHRUB & GROUNDCOVER MAINTENANCE

GRANULAR FERTILIZER

ITEM #	ROAD NAME	1 X PER YEAR PRICE PER APPLICATION
48	Yorktowne Boulevard Median	$ 11.00
49	Victoria Gardens Boulevard Medians	$ 19.00
	TOTAL (LIINE ITEMS 48-49):	$ 30.00

PALM TREE MAINTENANCE

DISEASE AND INSECT CONTROL (TWICE/YEAR)

ITEM #	ROAD NAME	PESTICIDE TREATMENT (2X/YEAR) PRICE PER APPLICATION	PESTICIDE TREATMENT (2X/YEAR) ANNUAL PRICE	HERBICIDE TREATMENT (2X/YEAR) PRICE PER APPLICATION	HERBICIDE TREATMENT (2X/YEAR) ANNUAL PRICE	PALM TREE MAINTENANCE ANNUAL PRICE
50	Yorktowne Boulevard Median	$ 12.00	$ 24.00	$ 12.00	$ 24.00	$ 48.00
51	Victoria Gardens Boulevard Medians	$ 12.00	$ 24.00	$ 12.00	$ 24.00	$ 48.00
				TOTAL (LINE ITEMS 50-51):		$ 96.00
				TOTAL CLASS "D" (ITEMS 1-51):		$ 99,949.20

GRAND TOTAL - ANNUAL PRICE CLASS "C" AND CLASS "D" MAINTENANCE:	$ 291,388.60

SERVICES TO BE PERFORMED ON AN 'AS NEEDED' BASIS ONLY

TURF MAINTENANCE- PESTICIDE AND HERBICIDE TREATMENTS

TREATMENT TYPE	PRICE PER 100 SQUARE FEET
PESTICIDE	$ 2.50
HERBICIDE	$ 2.50

SHRUB & GROUNDCOVER- PESTICIDE AND HERBICIDE TREATMENTS

TREATMENT TYPE	PRICE PER 100 SQUARE FEET
PESTICIDE	$ 2.50
HERBICIDE	$ 2.50

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

____ Form 7.2 – Bidder's Acknowledgement

____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement

____ Form 7.4 – Drug Free Preference Statement

____ Form 7.5 – Public Entity Crimes Statement

____ Form 7.6 – Anti-Collusion

____ Form 7.7 – Statement of Bidder's Qualifications

____ Form 7.8 – Professional References for Previous Experience

____ Form 7.9 – List of Subcontractors

____ Form 7.10 – Scrutinized Companies Certification

____ Form 7.11 – Local Business Affidavit of Eligibility

____ Form 7.12 – E-Verify Affidavit

____ Form 7.13 – Debarment, Suspension and Other Responsibility Matters

____ Form 7.14 – Affidavit of Compliance with Section 287.138, Florida Statutes

____ Form 7.15 – No Submittal Response

____ Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

____ (Attachment 1) – Schedule of Unit Pricing

____ Current Bonding Capacity Letter (as outlined in Section 6)

____ Copy of all currently held Licenses (Fertilization, Disease and Insect Control (as outlined in Section 3), Sunbiz, etc.)

____ Current tax receipt for Bidder's municipality

____ Original Bid Bond or certified check or bank draft (as outlined in Section 6)

____ Submission of one (1) original marked "ORIGINAL" and one (1) digital (flash drive) version in PDF format

BY: Brightview Landscape Services

Name of Business

Authorized Signature

3/28/25

Date

This document must be completed and returned with your Submittal

FORM 7.2 – BIDDER'S ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this invitation.

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

Brightview Landscaping
Name of Business

701 Codisco Way
Mailing Address

Authorized Signature

Sanford FL 32771
City, State & Zip Code

Kevin C. Nelson Business Developer
Printed Name and Title

689 306 8015
Telephone Number

Federal Identification No.

Kevin.Nelson@brightview.com
E-mail Address

STATE OF: Florida COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28th day of MAR, 2025, by KEVIN NELSON and who:

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

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

APRIL N. PUERTA
MY COMMISSION # HH 606227
EXPIRES: October 24, 2028

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this ITB.

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

Addendum# 1 Date: 3/28 Addendum#_____ Date:_____

Addendum#_____ Date:_____ Addendum#_____ Date:_____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

I acknowledge the above statements regarding Addendum Acknowledgement and Change Order Procedures:

Brightview Landscapings
Name of Business

Authorized Signature

Kevin Nelson Business Develop
Printed Name and Title

STATE OF: FL COUNTY OF: SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28th day of MAR, 2025, by KEVIN NELSON and who:

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

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

APRIL N. PUERTA
MY COMMISSION # HH 606227
EXPIRES: October 24, 2028

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Bidders have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under a bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

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

Brightview Landscapes
Name of Business

Authorized Signature

Kevin Nelson Business Develop
Printed Name and Title

STATE OF: FL COUNTY OF: SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 28th day of MAR, 2025, by KEVIN NELSON and who:

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

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

This document must be completed and returned with your Submittal

APRIL N. PUERTA
MY COMMISSION # HH 606227
EXPIRES: October 24, 2028

FORM 7.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Kevin Nelson, who, being by me first duly sworn, made the following statement:

1. The business address of Brightview Landscape Services (name of Offeror or business) is 701 Codisco Way Sanford FL 32771.
2. My relationship to Brightview Landscape Services (name of Offeror or business) is Business Developer (relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Bidder list. The name of the convicted person or affiliate is: _____. A copy of the order of the Division Administrative Hearing is attached.~~ **(Draw a line through paragraph 7 if paragraph 6 above applies)**

Brightview Landscaping Services
Name of Business

Authorized Signature

Kevin Nelson Business Developer
Printed Name and Title

STATE OF: FL

COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 31st day of March, 2025, by Kevin Nelson and who:

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

Amanda Ramos Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration: 6/2/2028

This document must be completed and returned with your Submittal

AMANDA RAMOS
MY COMMISSION # HH 500160
EXPIRES: June 2, 2028

FORM 7.6 – ANTI-COLLUSION

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

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

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Brisk View Landscaping

SIGNED BY: _____

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

PRINTED SIGNATURE: Kevin Nilsen

TITLE: Business Developer

ADDRESS: 701 Codisco Way

CITY, STATE AND ZIP CODE: Sanford FL 32771

TELEPHONE: 689 306 8015

F.E.I.N.: 95-4119423

NO bid may be withdrawn for a period of one-hundred-twenty (120) days subsequent to the submittal of the bids without the consent of the City of Port Orange.

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF BIDDER'S QUALIFICATIONS

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

A. Name of Bidder: Bright view Landscape Services

B. Permanent main office address: 980 Jolly Rd Blue Bell PA 19422

C. Date organized: 4/19/16

D. If a corporation, where incorporated: Blue Bell PA

E. How many years have you been engaged in the business under your present firm or trade name? 10

F. Contracts on hand: (List these, showing amount of each contract and the approximate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

G. General character of work performed by your company: Landscape Services

H. Have you ever failed to complete any work awarded to you? If so, where and why? No

I. Have you ever defaulted on a contract? If so, where and why? No

J. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

K. Background and experience of the principal members of your organization, including the officers: USE **SEPARATE SHEET & ATTACH TO SUBMITTAL**

L. Credit currently available: $ 725,000,000

M. Give bank name, contact name and phone number: Wells Fargo Bank 1800 869 3557

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☒Yes ☐No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement of Bidder's Qualifications.

Brightview Landscapes
Name of Business

Authorized Signature

Kevin Nelson Business Develop
Printed Name and Title

STATE OF: FL

COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 31st day of March, 2025, by Kevin Nelson and who:

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

Amanda Ramos Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration: 6/2/28

This document must be completed and returned with your Submittal

AMANDA RAMOS
MY COMMISSION # HH 500160
EXPIRES: June 2, 2028

Brightview Contracts

Seminole County – 2,117,000 – Contract up in November, will be renewed

Victoria gardens Deland – 2,019,000 - Contract up in January, will be renewed

Royal Palm – 665,000 - Contract up in October, will be renewed

City of Sanford – 418,000 - Contract up in November, will be renewed

Victoria Park Community Council – 403,000 Contract up in March, will be renewed

Metrowest Master Association – 398,000 - Contract up in January, will be renewed

City of Apopka – 343,000 - Contract up in January, will be renewed

Brightview also has 53 other contracts under 300,000 in the general maintenance scopes.

Asset ID	Description
40 - Mowers	
303291	Mower 52 in WB
306825	Mower 60 in Turf Tracer X
306890	Mower 60 in Lazer E Series
338286	Mower 60 in Lazer E Series
338311	Mower 60 in Lazer E Series
341315	Mower 96 in Lazer
342786	Mower 72 in Lazer S Series
343737	Mower 72 in Lazer S Series
345103	Mower 60 in Lazer
346388	Mower 72 in Lazer S Series
346389	Mower 72 in Lazer S Series
348700	Mower 52 in GrandStand
348703	Mower 52 in GrandStand
348705	Mower 52 in GrandStand
349765	Mower 60 in Rear Discharge
353030	Mower 60 in GrandStand
353031	Mower 52 in GrandStand
353043	Mower 60 in Z Master 6000
353047	Mower 60 in GrandStand
355584	Mower 36 in Turf Tracer S Seri
355587	Mower 60 in Vertex S Series
355588	Mower 60 in Vertex S Series
355589	Mower 60 in Vertex S Series
355591	Mower 72 in Lazer Z X Series
355592	Mower 72 in Lazer Z X Series
355674	Mower 48 in Turf Tracer
355681	Mower 48 in Turf Tracer
355812	Mower 96 in ZTR Z Master
355813	Mower 96 in ZTR Z Master
356068	Mower 52 in V Ride II
356070	Mower 52 in V Ride II

Asset ID	Description
356071	Mower 52 in V Ride II
356072	Mower 52 in V Ride II
356499	Mower 72 in Lazer Z S Series
1026933	Mower Groundsmaster
Total - 40 - Mowers	
42 - Other Field Equipment	
121478	Lift Heftee
134316	Mower Lift XL3600 Heftee
260369	1018857 Kubota RTV Utility Veh
260833	1010281 Buffalo KB3 Blower
261566	1002912 Bobcat Grapple Fork
262048	1010539 Bobcat Root Grapple
262052	1010569 Superior Shed Carport
262053	1010570 Superior Shed Carport
262378	1018670 Vortex Spreader
263143	1015904 Buffalo Turbine Blower
266785	121478 Heftee Lift
266915	134316 Heftee XL3600
267841	1002912 Bobcat Grapple Fork
269929	1000264 Forward 2 Post Equipme
272016	1018670 Vortex Spreader
272178	1018857 Kubota RTV Utility Veh
272466	1015824 Ryan Sod Cutter
272506	1015904 Buffalo Turbine Blower
274333	1010281 Buffalo KB3 Blower
275208	1012871 Billy Goat Leaf Vac
275906	1010539 Bobcat Root Grapple
275918	1010569 Superior Shed Carport
275919	1010570 Superior Shed Carport
303047	Wheel Loader V4 6
303073	Evaporative Cooler 48 in
303096	Blower

Asset ID	Description
303102	Utility Vehicle Gator TS
303145	Sprayer Skid 50 gallon
303155	Container Storage 40 ft
303158	Wheel Loader 903C
303285	Wheel Loader WA50
303288	Overhead 2 Post Lift PV 15P
303419	Container Storage 40 ft
325967	Utility Vehicle Gator HPX
326076	Container Storage 20 ft
326086	Container Storage 20 ft
326098	Container Storage 20 ft
326127	Container Storage 20 ft
327054	Blower
329029	Aerator Z Plug
331288	Sprayer Z Max
331290	SPRAYER
334235	Utility Vehicle Gator XUV
338134	Utility Vehicle 52401
339318	Utility Vehicle RTV500
339319	Utility Vehicle RTV500
354737	Utility Vehicle HPX615
354738	UTILTIY VEHICLE
354739	UTILTIY VEHICLE
355182	SOD CUTTER
362910	SPRAYER
369544	TRACTOR
1000264	Equipment Lift Forward 2 Post
1002912	Grapple Fork
1010281	Blower KB3
1010539	Root Grapple
1010569	Shed Carport Superior
1010570	Shed Carport Superior

Asset ID	Description
1011787	Container Storage
1011789	Container Storage
1012871	Leaf Vac
1013426	Field Pump Fuel Boy
1015289	Skid Steer S630
1015824	Sod Cutter
1015904	Blower
1016644	Utility Vehicle
1018670	Spreader
1018734	Skid Sprayer
1018857	Utility Vehicle
1020103	Leaf Vac
1020421	Leaf Vac
1027616	Utility Vehicle RTV X900
Total - 42 - Other Field Equipment	
43 - Handheld Equipment	$55k in 2 cycle equipment
70003685	Handheld Equip - PO 6395881
Total - 43 - Handheld Equipment	
45 - Trailers	
11316	Trailer Open
245163	Trailer Open
263200	1016730 All Pro Dump Trailer
263510	1012343 Misc Equipment Trailer
263783	1014547 Champion Trailer
264035	1005175 Imperial Trailer
264129	1006025 Imperial Equipment Tra
264438	1010267 All Pro Trailer
264442	1010284 All Pro Utility Traile
264970	11316 Misc Trailer
267310	1004766 Better Built Trailer
267330	1004861 Better Built Trailer

Asset ID	Description
267434	1005175 Imperial Trailer
267770	1006025 Imperial Equipment Tra
267954	1003195 Better Built Utility T
268132	1003626 Better Built Trailer
271784	1018384 All Pro Equipment Trai
272948	1016730 All Pro Dump Trailer
274323	1010267 All Pro Trailer
274894	1012343 Misc Equipment Trailer
275732	1010284 All Pro Utility Traile
277323	1014547 Champion Trailer
303066	Trailer 16 ft
303192	Trailer 12 ft
303244	Trailer 16 ft
303251	Trailer 16 ft
303253	Trailer 16 ft
303255	Trailer 16 ft
303257	Trailer 16 ft
303259	Trailer 16 ft
303261	Trailer 16 ft
303262	Trailer 16 ft
303303	Trailer Dump
303307	Trailer 16 ft
303315	Trailer 16 ft
303318	Trailer 16 ft
303320	Trailer 16 ft
303323	Trailer 16 ft
303330	Trailer 16 ft
303334	Trailer 16 ft
303420	Trailer 10 ft
326071	Trailer Enclosed 20 ft
327065	Trailer Utility 18 ft
329030	Trailer Flatbed 18 ft

Asset ID	Description
330137	Trailer 10 ft
331812	Trailer 8 ft
332019	Trailer 10 ft
334433	Trailer Maintenance 18 ft
334434	Trailer Maintenance 18 ft
334435	Trailer Maintenance 18 ft
338235	Trailer
339322	Trailer
339324	Trailer
339325	Trailer Enclosed 20 ft
339326	Trailer
339327	Trailer Load Runner
339328	Trailer Load Runner
357973	Trailer 24 ft Deckover
365398	Trailer Exp 20FT Encl Landsc
365399	Trailer Exp 20FT Encl Landsc
369133	TRAILER Dump
1002503	Trailer
1002828	Trailer Open
1003195	Trailer Utility
1003626	Trailer Open
1004766	Trailer Utility
1004861	Trailer Utility
1005175	Trailer Open
1005916	Trailer Equipment
1006025	Trailer Equipment
1010267	Trailer Utility
1010284	Trailer Utility
1010802	Trailer Dump
1012315	Trailer Open 16 ft
1012343	Trailer Equipment
1014547	Trailer Open

Asset ID	Description
1016730	Trailer Utility
1017928	Trailer Utility
1018384	Trailer Utility
1018540	Trailer Utility
1018852	Trailer Open
1019868	Trailer Equipment
1020061	Trailer Dump
1020563	Trailer Equipment
1020940	Trailer Utility 10 ft
1021265	Trailer Equipment
1028089	Trailer Equipment 20 ft
1028095	Trailer Equipment 20 ft
70003215	ARI Lease Buyout
70003226	ARI Lease Buyout
70003234	ARI Lease Buyout
70003236	ARI Lease Buyout
70003237	ARI Lease Buyout
70003238	ARI Lease Buyout
70003239	ARI Lease Buyout
70003240	ARI Lease Buyout
70003241	ARI Lease Buyout
70003242	ARI Lease Buyout
70003244	ARI Lease Buyout
70003248	ARI Lease Buyout
70003249	ARI Lease Buyout
70003250	ARI Lease Buyout
70003253	ARI Lease Buyout
70003255	ARI Lease Buyout
Total - 45 - Trailers	
50 - Production Vehicles	
53560	F450 CC
272363	1019078 Ford F350 Spray Truck

Asset ID	Description
303044	2500 Ram CC
303194	F250 RC
303241	F250 CC
303254	F250 CC
303256	2500 Ram CC
303258	2500 Ram CC
303260	2500 Ram CC
303313	2500 Ram CC
303317	F250 CC
303319	2500 Ram CC
303321	NPR RC
303511	NV200 Cargo Van
305684	F250
305847	F250
305849	F250
305850	F250
307240	2500 Silverado
325654	F250 CC
325830	F450
325975	F250
326099	F350 CC
326120	NPR
326121	NPR
326124	NPR
327635	F250 CC XL
329754	F450 Dump
329920	F250 CC XL
330038	F250 CC XL
330142	F450 SC XL Dump
330143	F250 CC XL
330180	E150 Transit Van
331827	F250

Asset ID	Description
332023	F450
337806	F250
338625	F250
338629	F250
338630	F250
338634	F250
339301	Transit Connect
339302	Transit Connect
340197	F250 CC XL
341013	Ranger
344144	Ranger
344161	Transit Connect
344697	F250 SC XL
344754	F250
344979	F250 CC XL
344990	F250 CC XL
348473	F550
348948	F250
350897	F250 CC XL
355048	Equinox
355157	F250
355242	Transit Wagon
355243	Express Van
361057	Ford Transit Connect XL
362816	F250 CC 8ft WB (Production)
362828	F250 CC 8ft WB (Production)
363474	F250 CC XL 4x4 8FTBox 176IN WB
363482	F250 CC XL 4x4 8FTBox 176IN WB
364422	Silv 2500 8ft Box 4x2 (Prod)
364423	Silv 2500 8ft Box 4x2 (Prod)
364424	Silv 2500 8ft Box 4x2 (Prod)
364788	F250 XL 8ft Box 4x2 (Prod)

Asset ID	Description
364817	F250 XL 8ft Box 4x2 (Prod)
364820	F250 XL 8ft Box 4x2 (Prod)
364821	F250 XL 8ft Box 4x2 (Prod)
364822	F250 XL 8ft Box 4x2 (Prod)
364825	F250 XL 8ft Box 4x2 (Prod)
364827	F250 XL 8ft Box 4x2 (Prod)
364829	F250 XL 8ft Box 4x2 (Prod)
365350	2500 4X4 Crew Cab 6.3 Ft.
369676	F250 4X2 SD CREW CAB 8 FT. BOX
370810	4500 Hg Lcf Gas Crew Cab 176
370811	4500 Hg Lcf Gas Crew Cab 176
371320	NPR HD Cab & Chassis
371321	NPR HD Cab & Chassis
1016506	Transit Connect Irrigation Van
1019078	F350 Spray
1021428	F250 CC XL
1021645	Transit Connect Irrigation Van
1027771	F150 SC
1027782	NPR
70002739	ARI Lease Buyout
70002744	ARI Lease Buyout
70002750	ARI Lease Buyout
70002752	ARI Lease Buyout
70002755	ARI Lease Buyout
70002756	ARI Lease Buyout
70002757	ARI Lease Buyout
70002760	ARI Lease Buyout
70002761	ARI Lease Buyout
Total - 50 - Production Vehicles	
55 - Management Vehicles	
326224	F150 SC
328791	F150 SC XL

Asset ID	Description
329949	1500 Ram QC
337826	F150
339406	Escape
341014	Ranger
1019816	F150 SC XL
1021769	F150 SCC XLT
1027586	F150 SC XL
70001477	Freight - Nationwide Transport
70001806	Nat'l Transport Svcs A# 339406
70001812	Nat'l Transport Svcs A# 341013
70001813	Nat'l Transport Svcs A# 341014
70002767	ARI Lease Buyout
70003461	Freight - Nationwide Transport
70003565	Knapheide Fees
70003827	LP Initial Costs 09-24
70003897	LP Initial Costs 08-24
70003968	LP Initial Costs 10-24
70004175	LP Initial Costs 11-24
70004176	LP Initial Costs 11-24
70004219	LP Initial Costs 11-24
70004232	LP Initial Costs 10-24
Total - 55 - Management Vehicles	
60 - Office Eq, Furniture & Fixture	
254977	Sonitrol VAM & DVR Camera
271166	254977 Sonitrol VAM & DVR Came
303432	Miilermatic 250 MIG Welder
303433	Kool Kare 134 Refrigerant Reco
303434	Solus Edge EESC320 Scan Tool
306147	Hoshizaki Ice Machine
330138	Ice Machine
2000163	Manitowoc Ice Machine
70000279	Office Improvements

Asset ID	Description
Total - 60 - Office Eq, Furniture & Fixture	
65 - Computer Equipment	
50002037	Dell Laptop - 46060
50002496	Dell Tablet - 46060
50002722	Dell Laptop - 35440
50002951	DELL CTO 5410 I7-10610U 256/16
50002979	DELL CTO 5410 I7-10610U 256/16
50003234	DELL CTO 5310 I7-10610U 256/16
50003235	DELL CTO 5310 I7-10610U 256/16
50003423	DELL CTO 5420 I7-1185G7 256/16
50003441	DELL CTO 7210 I7-10610U 256/10
50003442	DELL CTO 7210 I7-10610U 256/10
50003443	DELL CTO 7210 I7-10610U 256/10
50005169	DELL CTO 5420 I7-1185G7 256/16
50005173	DELL CTO 5420 I7-1185G7 256/16
50005241	Dell Latitude 5420Aurelio Mele
50005271	DELL CTO 5310 I7-10610U 256/16
50005454	Dell Latitude 7320
50005540	DELL CTO 5420 I7-1185G7 256/16
50005763	DELL CTO 7760 I9-11950H 512 64
50005829	DELL CTO 5420 I7-1185G7 256 16
50006123	DELL CTO 5320 I7-1185G7 256 16
50006220	DELL CTO 5420 I7-1185G7 256 16
50006343	DELL CTO 5430 I7-1255U 256 16
50006349	DELL CTO 5430 I7-1255U 256 16
50006503	DELL CTO 5430 I7-1255U 256 16
50006554	DELL CTO 5430 I7-1255U 256 16
50006795	Dell Latitude 5430
50007049	Dell Latitude 5440
50007068	Dell Latitude 5440
50070065	Dell Latitude 5480John Thrashe
50070675	Dell Latitude 5440

Asset ID	Description
50070699	Dell Latitude 5440
50070779	Dell Latitude 5440
50071581	Dell Latitude 5440
50072189	Dell Latitude 5440
50072246	Dell Latitude 5440
50072253	Dell Latitude 5440
50072281	Dell Latitude 5440
50072286	Dell Latitude 5440
50072287	Dell Latitude 5440
50072407	Dell Latitude 5440
50072732	Dell Latitude 5440
50072823	Dell Latitude 5440
50072864	Dell Latitude 5440
50072938	Dell Latitude 5440
50073506	Dell Latitude 5450
Total - 65 - Computer Equipment	
70 - Deferred Equipment Repairs	
281003	Engine Repair FFC
281249	DER Kubota
70000293	Engine Repair 53560
70000355	ARI 12/20 MInvEngineRep 303258
70000358	ARI 01/21 MInvEngineRep 303258
70001051	Transmission Replacement
70050671	Transmission Replacement
Total - 70 - Deferred Equipment Repairs	
F40 - Finance Lease - Mowers	
354376	Mower 72 in ZTR Z Master 6000
355594	Mower 72 in Lazer Z X Series
356073	Mower 72 in Turf Tiger II
356074	Mower 72 in Turf Tiger II
356077	Mower 72 in Turf Tiger II

Asset ID	Description
356081	Mower 72 in Turf Tiger II
356501	Mower 60 in Lazer S Series
356502	Mower 60 in Lazer S Series
363419	Mower 36 in Staris E Series
363420	Mower 36 in Staris E Series
363421	Mower 36 in Staris E Series
367445	Mower 60 in Lazer Z X Series
367875	Mower 60 in Lazer Z X Series
368447	Mower 48 in Vertex S-Series
368448	Mower 48 in Vertex S-Series
368449	Mower 48 in Vertex S-Series
368450	Mower 52 in Vertex S-Series
368451	Mower 52 in Vertex S-Series
368452	Mower 52 in Vertex S-Series
368453	Mower 52 in Vertex S-Series
368454	Mower 52 in Vertex S-Series
368455	Mower 60 in Lazer Z S Series
368456	Mower 60 in Lazer Z S Series
368457	Mower 60 in Lazer Z S Series
368458	Mower 60 in Lazer Z S Series
368459	Mower 60 in Lazer Z S Series
368460	Mower 60 in Lazer Z S Series
368461	Mower 60 in Lazer Z S Series
368462	Mower 60 in Lazer Z S Series
368463	Mower 60 in Lazer Z S Series
368464	Mower 60 in Lazer Z S Series
368465	Mower 60 in Lazer Z S Series
368466	Mower 60 in Lazer Z S Series
368467	Mower 60 in Lazer Z S Series
368468	Mower 60 in Lazer Z S Series
368469	Mower 60 in Lazer Z S Series
368470	Mower 60 in Lazer Z S Series

Asset ID	Description
368471	Mower 60 in Lazer Z S Series
368472	Mower 60 in Lazer Z S Series
368473	Mower 36 in Turf Tracer S-Seri
368474	Mower 36 in Turf Tracer S-Seri
368475	Mower 36 in Turf Tracer S-Seri
368476	Mower 52 in Vertex S-Series
368477	Mower 60 in Vertex S-Series
368478	Mower 60 in Vertex S-Series
368479	Mower 60 in Vertex S-Series
368480	Mower 60 in Vertex S-Series
368481	Mower 60 in Vertex S-Series
368482	Mower 60 in Vertex S-Series
368483	Mower 72 in Lazer Z S Series
368484	Mower 72 in Lazer Z S Series
368485	Mower 72 in Lazer Z S Series
368486	Mower 72 in Lazer Z S Series
368487	Mower 72 in Lazer Z S Series
368488	Mower 60 in Lazer Z S Series
368670	Mower 72 in Lazer Z S Series
368671	Mower 72 in Lazer Z S Series
368672	Mower 72 in Lazer Z S Series
368673	Mower 60 in Lazer Z S Series
368674	Mower 60 in Lazer Z S Series
368675	Mower 60 in Lazer Z S Series
368676	Mower 60 in Lazer Z S Series
368677	Mower 60 in Lazer Z S Series
368678	Mower 60 in Lazer Z S Series
368679	Mower 60 in Lazer Z S Series
368680	Mower 60 in Lazer Z S Series
368681	Mower 60 in Lazer Z S Series
368682	Mower 60 in Lazer Z S Series
368683	Mower 60 in Vertex S-Series

Asset ID	Description
368684	Mower 60 in Vertex S-Series
368685	Mower 60 in Vertex S-Series
368686	Mower 60 in Vertex S-Series
368687	Mower 52 in Vertex S-Series
368688	Mower 52 in Vertex S-Series
368689	Mower 52 in Vertex S-Series
368690	Mower 52 in Vertex S-Series
368691	Mower 52 in Vertex S-Series
368692	Mower 52 in Vertex S-Series
368693	Mower 52 in Vertex S-Series
368694	Mower 52 in Vertex S-Series
368695	Mower 52 in Vertex S-Series
368696	Mower 36 in Turf Tracer S-Seri
368697	Mower 36 in Turf Tracer S-Seri
368698	Mower 52 in Vertex S-Series
370832	Mower 36 in Vertex E-Series
370833	Mower 36 in Vertex E-Series
371261	Mower 52 in Vertex S-Series
371324	Mower 60 in Lazer Z E-Series
Total - F40 - Finance Lease - Mowers	
F50 - Finance Lease - Production Veh	
369454	F150 Supercrew Cab 4x4
Total - F50 - Finance Lease - Production Veh	
F55 - Finance Lease - Mgmt Veh	
354786	Toyota Corolla LE (Hybrid)
355754	Colorado WT CC 6 ft 4x2
362267	Ford Maverick XL CC WB(Hybrid)
362305	Ford Maverick XL CC WB(Hybrid)
362436	Ford Maverick XL CC WB(Hybrid)
362438	Ford Maverick XL CC WB(Hybrid)
362441	Ford Maverick XL CC WB(Hybrid)

Asset ID	Description
369048	F150 Supercrew 4x4
369100	F150
369613	F150 XL Supercrew Cab 4x4
Total - F55 - Finance Lease - Mgmt Veh	
F58 - Finance Lease - Legacy Prod Vh	
344077	F250
344352	NPR
Total - F58 - Finance Lease - Legacy Prod Vh	
F59 - Finance Lease - Legacy MgmtVh	
344851	Ranger
344852	Ranger
344854	Ranger
347939	Ranger
350912	Bolt EUV
356841	Ranger

Branch Contact Sheet

Sanford Branch | 701 Codisco Way | Sanford, Florida 32771

Kit Buckenroth – Your Account Manager is your central point of contact and is responsible for customer satisfaction and maximizing the curb appeal of your property. As you can see below, our account managers receive a lot of support. This structure allows our focus on what matters most to you.

Scott Sikora *Branch Manager*	Mobile: 321-303-0620 Scott.sikora@brightview.com	Manages all branch operations. All account managers and service technicians report directly to branch manager.
David Moss *Associate Branch Manager*	Mobile: 407-664-9020 David.Moss@brightview.com	Manages all branch operations. All account managers and service technicians report directly to branch manager.
Kit Buckenroth *Account Manager*	Mobile: 407-864-9860 Kit.Buckenroth@brightview.com	Serves as your central point of contact who works the production team managing all grounds maintenance activities for your property.
Amanda Ramos *Branch Administrator*	Mobile: 407-885-8123 Amanda.Ramos@brightview.com	Manages invoicing to our customers. This person works with all personnel to assure timely and accurate invoicing occurs.
Kelsie White *Branch Safety Leader*	Mobile: 407-885-8176 Kelsie.White@brightview.com	Provides branch teams with safety training and support to ensure a safe environment for our customers and our team members.

Regional Team – The regional team provides training, guidance and support for each branch. They also ensure consistency in operations from branch to branch. This level of management provides the necessary checks and balances to increase awareness and promote accountability.

Darren McDonough *Regional Vice President*	Mobile: 954-258-3108 Darren.McDonough@brightview.com	Develop and manage strategies, programs and KPI's to ensure regional safety, client retention, operations, and financial goals are met.
Michael Trinidad Director of Operations	Mobile: 407-885-8284 Michael.trinidad@brightview.com	Trains and manages operational efficiencies, customer service, business development/retention and system process improvement initiatives.
MJ Sykora Regional EH&S Manager	Mobile: 321-231-0148 Mj.sykora@brightview.com	Trains Branch Safety Leaders and supports their initiatives to increase safety awareness. Includes coaching, teaching, and training field and management teams on safe operating behaviors and implementation of safety and risk control programs
David Lewis Regional Sales Leader	Mobile: 407-885-8284 David.Lewis@brightview.com	Trains and manages operational efficiencies, customer service, business development/retention and system Process improvement initiatives.

BOARD OF DIRECTORS

Jim Abrahamson

Jim Abrahamson has been a member of the Board since August 2015. He served as BrightView's interim President and Chief Executive Officer from June 2023 through September 2023.

Mr. Abrahamson's public company board experience includes currently serving as independent Board Chair of VICI Properties, Inc. (NYSE: VICI), a leading REIT comprised of large-scale experiential focused destination resort and gaming facilities across the country. Mr. Abrahamson has previously served as a board member with several publicly listed companies including CorePoint Lodging Inc. (NYSE: CPLG), La Quinta Holdings Inc. (NYSE: LQ), and IHG, plc. (LON: IHG). He also presently serves as a board member at several private companies.

Mr. Abrahamson's corporate career includes prior service as Chairman and as Chief Executive Officer of Interstate Hotels & Resorts, a privately held leading global hotel management company from 2011 until the sale of Interstate in October 2019.

Prior to joining Interstate, Mr. Abrahamson held senior leadership positions with InterContinental Hotels Group (LON: IHG), Hyatt Corporation (NYSE: H), Marcus Corporation (NYSE: MCS), and Hilton Worldwide (NYSE: HLT). Mr. Abrahamson has also previously served as President of the Marriott International National Association, as Board Chair of the American Hotel and Lodging Association, as Board Chair of the U.S. Travel Association, and as Board Chair of the Atlanta Symphony Orchestra.

He holds a degree in Business Administration from the University of Minnesota.

Dale Asplund President & Chief Executive Officer

Dale Asplund was appointed President and CEO of BrightView in October 2023. A respected and successful business executive, Mr. Asplund brings more than 25 years of extensive operational, service provider, and publicly traded company expertise to BrightView. Prior to joining the Company, Mr. Asplund served as Executive Vice President and Chief Operating Officer for United Rentals, Inc., the world's largest equipment rental company. In this role, he served on the executive leadership team and had company-wide responsibility for operations and employee safety. At United Rentals, Mr. Asplund also held strategic senior leadership roles encompassing business services, shared services, supply chain, fleet management, and information technology. Earlier in his career, Mr. Asplund worked for United Waste Systems, Inc.

Mr. Asplund earned his bachelor'sdegree in Business from Northern Michigan University.

Kurt Barker has been an independent member of the Board since August 2023. Mr. Barker is an Operating Partner in the Business and Environmental Services vertical for One Rock Capital Partners, LLC. Mr. Barker was a co-founder of United Rentals, Inc., the largest equipment rental company in North America. From 1997 to 2007, Mr. Barker held a number of different operating positions at United Rentals. From 2007 to 2008, Mr. Barker was Executive Vice President of Corporate Services, responsible for the Sales, Fleet, Fleet Maintenance, Information Technology, Customer Service and National Accounts. Prior to United Rentals, Mr. Barker was Vice President of the Midwest Region for United Waste Systems.

Mr. Barker earned a B.S. from South Dakota State University and an Advanced Management Program certificate from Harvard Business School.

Jane Okun Bomba

Jane Okun Bomba has been an independent member of the board of BrightView since April 2019. Ms. Okun Bomba is President of Saddle Ridge Consulting and advises on a range of strategic issues, including investor relations, corporate perception, transaction integration, corporate governance, human resources and ESG.

From 2004 to 2017, Ms. Okun Bomba was an executive at IHS Markit, most recently as Executive Vice President, Chief Administrative Officer. At IHS Markit she led 450 people worldwide delivering support to the company through many corporate functions including HR, Marketing, Communications, Sustainability and Investor Relations. Ms Okun Bomba led large transformational initiatives including the company's 2005 IPO, the rebranding of the company (including the brand integration of more than 70 acquisitions), and the implementation of a single global ERP replacing over 40 distinct billing and financial systems globally.

Prior to IHS, she was a partner at Genesis, Inc. and headed investor relations at Velocom, MediaOne Group, and Northwest Airlines. She held various management positions in corporate finance at Northwest Airlines and American Airlines, and was a CPA at Price Waterhouse focused in the areas of general audit and litigation support.

Ms. Okun Bomba serves on the board of Clarivate Analytics PLC, ServiceSource, Kickstart International, and is a member of the International Women's Forum. She is a member of the University of Michigan, Ross School of Business Dean's Advisory Board and the School of Literature, Science and Arts Dean's Advisory Committee. Ms. Okun Bomba holds both a BGS and an MBA from the University of Michigan at Ann Arbor. She completed graduate studies at the Stockholm School of Economics, and board director education in the Women's Director Development Program at the Kellogg School of Management, Northwestern University and the Directors' Consortium.

Bill Cornog

Bill Cornog has been a member of the Board since May 2022. Mr. Cornog was with KKR Capstone, the portfolio operations team of KKR & Co. Inc., from 2002 to 2022 and served as a member of KKR's Americas, EMEA, APAC, Infrastructure, TMT Growth Portfolio Management, Investment & Distribution and Valuation Committees. Prior to joining KKR, Mr. Cornog was with Williams Communications Group as the Senior Vice President and General Manager of Network Services. Prior to that, Mr. Cornog was a partner at The Boston Consulting Group. Mr. Cornog currently is a director at Channel Control Merchants, which is a KKR portfolio company, and LiveWire (NYSE: LVWR). Mr. Cornog serves as Chairman of the audit committee and the conflicts committee of LiveWire and as a member of its human resources committee. Private company and philanthropic boards include Griffin Highline, Blue Crow Sports Group, and The Knight Campus at the University of Oregon. Mr. Cornog earned a B.A. from Stanford University and an M.B.A. from Harvard Business School.

Josh Goldman

Josh Goldman has been an independent member of the Board since August 2023. Mr. Goldman is a Partner of One Rock Capital Partners, LLC. Prior to joining One Rock, Mr. Goldman was an Associate at Ripplewood Holdings, focusing on investments across multiple industries. In addition, Mr. Goldman was actively involved in the oversight of Ripplewood portfolio companies in the telecommunications and industrials sectors. Prior to Ripplewood, Mr. Goldman was an Investment Banking Analyst at UBS Investment Bank in the Global Technology and Financial Sponsors & Leveraged Finance groups.

Mr. Goldman earned a B.B.A. from the Ross School of Business at the University of Michigan and an M.B.A. with Dean's Honors and Distinction from Columbia Business School.

Frank Lopez

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Frank Lopez has been an independent member of the board of BrightView since September 2021. Mr. Lopez is Executive Vice President and Chief Human Resources Officer of Ryder System, Inc., a global commercial fleet management, dedicated transportation and supply chain solutions company. From July 2013 to January 2016, Mr. Lopez was Senior Vice President, Global Human Resources Operations, responsible for business segments throughout U.S.,

Lopez has a bachelor's degree in Political Science from Florida International University and a law degree from Emory University School of Law. He is member of the Board of Directors of the Florida International University Foundation.

Paul E. Raether Chairman

Paul E. Raether has been a member of the Board since May 2015. Mr. Raether is a Senior Advisory Partner at KKR. He joined KKR in 1980, became a General Partner in 1986, and currently serves on two of three of KKR's regional Portfolio Management Committees. Mr. Raether also served on the board of directors of KKR Acquisition Holdings I Corp. from March 2021 to December 2022. Mr. Raether served as a director of WM111 Corp. from May 2015 until May 2017. He currently serves as Chairman of the Board of Directors at BrightView Holdings. He has played a significant role in numerous portfolio companies including Apple Leisure Group, Beatrice Companies, Inc., Cole National Corporation, The Duracell Company, Fleet/Bank of New England, IDEX Corporation, KSL Recreation Corporation, Masonite International Corporation, PT Components Inc., Randall's Food Markets, Inc., RJR Nabisco, Inc., Seaman Furniture Company, Inc., Shoppers Drug Mart Corporation, The Stop & Shop Supermarket Company, Storer Communications, Inc., Walter Industries, Inc. and Wometco Enterprises, Inc. Prior to joining KKR, Mr. Raether served as an officer in the United States Navy and started his professional career in the Corporate Finance Department of Reynolds Securities.

Previously, he was a Vice President in the Corporate Finance Department of Blyth Eastman Dillon & Company. He obtained a Bachelor of Arts from Trinity College and an M.B.A. from the Tuck School of Business at Dartmouth College. Mr. Raether serves as a director or trustee for several educational and non-profit institutions. He retired from the Board of Trinity College in Hartford, Connecticut in 2014 after 25 years of service including the last 12 years as Chairman. He also serves as a Member of the Board of Advisors of the Tuck School of Business at Dartmouth College.

Mara Swan

Mara Swan has been a member of the Board since April 2019. Since October 2020, Ms. Swan serves as the President of Acceleration, LLC and advises on human capital strategy, talent, D, E & I, compensation, workforce productivity and performance issues. In March 2020, Ms. Swan retired as the Executive Vice President of Global Strategy and Talent at ManpowerGroup (NYSE: MAN). In this role, which she held since 2009, she led corporate strategy, marketing, human resources, thought leadership, public relations, communications, risk management and ESG. In 2014, she assumed global leadership responsibility for ManpowerGroup's Right Management brand, where she was responsible for driving growth and improving profitability. Prior to ManpowerGroup, Ms. Swan was the Chief Human Resources Officer at Molson Coors Beverage company. Ms. Swan currently serves on the GOJO Industries (PURELL brand) board of directors where she has been the chair of the compensation committee since 2011. In July 2020, Ms. Swan joined the board of ULINE, North America's leading distributor of shipping packaging and industrial supplies. Ms. Swan also was previously the Executive Chair of the Center on Executive Compensation in Washington, D.C.

In 2012, Ms. Swan was inducted as a fellow of the National Academy of Human Resources. Ms. Swan holds a bachelor's degree in business administration, magna cum laude, from the University of Buffalo and a master's degree, magna cum laude, in Industrial Relations from the University of Minnesota."

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FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: Leland Management
   Contact Person: Lindsey Taylor
   City, State: Debary FL
   Telephone Number: 407 288 8280
   Email Address: ltaylor@lelandmanagement.com
   Description of goods/services provided: Landscape Maintenance Services
   Contract Amount: 665,000
   Start/End Date of Contract: 1/2017 – Current
2. Company Name: Seminole County
   Contact Person: Jeremy Myers
   City, State: Sanford, FL
   Telephone Number: 407 665 5302
   Email Address: jmyers@seminolecountyfl.gov
   Description of goods/services provided: Landscape Maintenance Services
   Contract Amount: 2,117,000
   Start/End Date of Contract: 1/19 – Current
3. Company Name: Baldwin Park Residential Owners Association
   Contact Person: Stacey Frycear
   City, State: Orlando, FL
   Telephone Number: 407 740 5838
   Email Address: SFrycear@baldwinparkpoa.com
   Description of goods/services provided: Landscape Maint Services
   Contract Amount: 350,000
   Start/End Date of Contract: 1/19 – Current

This document must be completed and returned with your Submittal.

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE (page 2)

LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST

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

List clients to whom you currently provide or have in the past provided equal or similar services to those required under the City's contract as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: Jeremy Myers
   Phone: 407 665 5302
   Current Client: ☒ Yes ☐ No
   Number of years of service provided: 5
   Description of service: Landscape Maintenance for Seminole County

2. Contact Name: Stacy Frysar
   Phone: 407 740 5838
   Current Client: ☒ Yes ☐ No
   Number of years of service provided: 5
   Description of service: Land Scape + Maint. Services of Baldwin Park

3. Contact Name: Lindsey Taylor - Lake and Management
   Phone: 407 288 82 80
   Current Client: ☒ Yes ☐ No
   Number of years of service provided: 3
   Description of service: Landscape and Maint Services

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful **Bidder shall not substitute subcontractors without approval from the City Representative**. Bidder shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

* Everything in house. *

This document must be completed and returned with your submittal

FORM 7.10 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, Kevin Nelson Business Developer, on behalf
(Print Name and Title)
of Brightview Landscaping ("Company"), certify that Brightview Landscapes,
(Company Name) (Company Name)
does not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Brightview Landscapes
COMPANY NAME

SIGNATURE

Kevin Nelson
PRINT NAME

Business Developer
TITLE

STATE OF FLORIDA

COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 28th day of MAR, 2025, by KEVIN NELSON and who:

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

_____ Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

APRIL N. PUENTE
MY COMMISSION # HH 606227
EXPIRES: October 24, 2029

This document to be completed and returned with your Submittal

FORM 7.11 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and the State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

Project# *(as applicable)*: ITB 25-10

Business Name: Brightview Landscape Contact Person/Title: Kevin Nelson Business Developer

Mailing Address: 701 Codisco Way City,State,Zip: Sanford FL 32771

Phone Number: 614 306 8015 Email address: Kevin.Nelson

Physical Presence of Business: ☐Headquarters ☐Principal Place of Business

Within Legal Boundaries: ☐City of Port Orange ☐Volusia County ☒State of Florida

FEIN (Federal Employer Identification Number): 95-4194223

Business Structure: ☐Corporation ☒LLC ☐Partnership ☐Sole Proprietorship ☐Other (Specify): _____

****PLEASE ATTACH A VALID BUSINESS TAX RECEIPT OR OTHER SUCH DOCUMENTATION****

ATTESTATION – I understand that:
A local supplier or contractor is interpreted as a respondent to a solicitation, which as of the date of the solicitation opening, has a valid Business Tax Receipt (BTR) issued by the City of Port Orange to do business in the City of Port Orange which authorizes the supplier or contractor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Port Orange from which the supplier or contractor operates or performs business. A Post Office Box cannot be used to establish physical address. This local preference is only used as part of a tie breaker during a formal solicitation. The City uses Sunbiz to verify a supplier or contractor's business address. Sunbiz is a database on the Florida Department of State, Division of Corporations website and can be accessed using this link: https://dos.myflorida.com/sunbiz/.

Exemptions from Local Preference
Local preference is not permitted when (1) the purchase is funded, in whole or in part, by an entity prohibiting application of the preferences by grant agreement, contract or applicable federal, state or local law; or (2) emergency purchasing.

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

Brightview Landscapes
Name of Business

Authorized Signature

Kevin Nel
Printed Name and Title

STATE OF: Florida

COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 28th day of MAR, 2025, by KEVIN NELSON and who:

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

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

APRIL N. PUERTA
MY COMMISSION # HH 606227
EXPIRES: October 24, 2028

This document must be completed and returned with your Submittal

FORM 7.12 – E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: City Right of ways

Solicitation Number: ITB 25-10

I, the undersigned hereby certify that Brightview Landscape Services **(insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.**

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of Brightview Landscapes **(insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.**

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

Kevin Nelson Business Developer
Print or Type Name, Title

Signature of Affiant

95 - 4194223
Federal Employer ID Number (FEIN)

2266764
E-Verify Number

STATE OF FLORIDA

COUNTY OF: SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 26th day of MARCH, 2025, by KEVIN NELSON and who:

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

_____Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

APRIL N. PUERTA
MY COMMISSION # HH 606227
EXPIRES: October 24, 2028

This document to be completed and returned with your Submittal

Company ID Number: 19959 **Client Company ID Number:** 2266764

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the BrightView Landscapes, LLC (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: https://E-Verify.uscis.gov/emp/. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.

2. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system**:**

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

3. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Employer agrees to become familiar with and comply with the most recent version of the

E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

   a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

   b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

6. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

7. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

   a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of

the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

8. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

9. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

10. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

11. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B below) to contact DHS with information necessary to resolve the challenge.

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated

verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

13. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

14. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU**,** except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

15. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

16. The Employer acknowledges that the information it receives from SSA through its Web Services

E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

17. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

18. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

19. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

20. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/ USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

21. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify.

In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify**,** including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.

b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.

7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.

12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify

rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests

information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.

20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance

with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all

existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

   a. Automated verification checks on alien employees by electronic means, and

   b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:

   a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.

   b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.

   c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).

   d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.

5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.

7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;

2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;

3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;

4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;

5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;

7. Implement procedures for detecting, reporting, and responding to security incidents;

8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;

9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].

10. DHS reserves the right to restrict Web Services calls from certain IP addresses.

11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.

12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.

2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.

5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.

6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.

2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.

3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. BrightView Landscapes, LLC (Employer) hereby designates and appoint Equifax Workforce Solutions LLC (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.
If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 19959 **Client Company ID Number:** 2266764

Approved by:

Employer BrightView Landscapes, LLC	
Name (Please Type or Print) Elena Sawant	Title
Signature Electronically Signed	Date 09/08/2023
E-Verify Employer Agent Equifax Workforce Solutions LLC	
Name (Please Type or Print) Anthony Smith	Title
Signature Electronically Signed	Date 09/08/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/29/2024

Company ID Number: 19959 **Client Company ID Number:** 2266764

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	BrightView Landscapes, LLC
Company Facility Address	980 Jolly Rd, Suite 300 Blue Bell, PA 19422
Company Alternate Address	
County or Parish	MONTGOMERY
Employer Identification Number	421734313
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	10,000 and over
Number of Sites Verified for	1 site(s)

Company ID Number: 19959 **Client Company ID Number:** 2266764

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

PA	1

Company ID Number: 19959 **Client Company ID Number:** 2266764

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Elena Sawant
Phone Number	2405433356
Fax	
Email	elena.sawant@brightview.com

Company ID Number: 19959

Client Company ID Number: 2266764

This list represents the first 20 Program Administrators listed for this company.

FORM 7.13 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Primary Covered Transactions

(To be completed by Prime Contractor)

1. The prospective participant certifies to the best of its knowledge and belief that it and its principals:
   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency;
   (b) Have not within a three-year period preceding this proposal bee convicted for had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property.
   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1. (b) of this certification;
   (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Brightview	ITB 25-10
Organization Name	Bid Number or Project Name
Kim Nolan Business Developer	3/28/25
Name and Title of Authorized Representative	Signature Date

This document must be completed and returned with your Submittal

FORM 7.14 – AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the Business Develop of Brightview Landscape
   (Title) (Business Name)
   which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1)(c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: 3/28, 20 25 Signed: _____

Entity: Brightview Name: Kevin Nelson

Title: Business Develop.

STATE OF: Florida COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 28th day of MAR, 2025, by KEVIN NELSON and who:

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

_____

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

(seal)

APRIL N. PUERTA
MY COMMISSION # HH 606227
EXPIRES: October 24, 2028

My commission expires: 10/24/2008

This document must be completed and returned with your Submittal

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding $100,000)

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, Brightview Landscape Services, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Kevin Nelson Business Developer

Name & Title of Contractor's Authorized Official

Date: 3/31/25

ORIGINAL

REVISED (Attachment 1) - Schedule of Unit Pricing

ITB #25-10 City Right-of-Ways Landscape Maintenance Services

NAME OF BUSINESS: Brightview Landscape Services
CONTACT PERSON: Kevin Nelson
EMAIL ADDRESS: Kevin.Nelson@Brightview.com
AUTHORIZED SIGNATURE:

Note: Blacked out fields indicate a specific task is NOT performed at the location on that particular line item; therefore, NO cost figure should be entered.

ALL PRICING SHALL BE IN ACCORDANCE WITH SECTION 3 - SCOPE OF SERVICES AND REQUIREMENTS

ALL FIELDS SHADED IN GREEN ARE REQUIRED TO BE COMPLETED.

Class "C" Maintenance

MOWING

ITEM #	ROAD NAME	SQUARE FOOTAGE	ACREAGE	PRICE PER MOW	NUMBER OF MOWS PER YEAR	MOWING ANNUAL PRICE
1	Williamson Boulevard Medians	154,138	3.54	$ 212.40	33	$ 7009.20
2	Williamson Boulevard Roadsides	705,673	16.2	$ 972.00	33	$ 32,076.00
3	Airport Road Medians	25,580	0.59	$ 35.40	33	$ 1,168.20
4	Airport Road Roadsides	167,810	3.54	$ 212.40	33	$ 7009.20
5	Summertrees Road Extention Medians	2,850	0.07	$ 4.20	33	$ 138.60
6	Summertrees Road Extention Roadsides	83,900	1.93	$ 115.8	33	$ 3,821.40
7	Town West Boulevard Medians	92,095	2.11	$ 126.60	33	$ 4,177.80
8	Town West Boulevard Roadsides	481,310	11.05	$ 663.00	33	$ 21,879.00
9	Coraci Boulevard Medians	25,215	0.58	$ 34.80	33	$ 1148.40
10	Coraci Boulevard Roadsides	129,600	2.98	$ 177.00	33	$ 10,620.00
11	McGinnis Avenue Medians	19,635	0.45	$ 27.00	33	$ 891.00
12	McGinnis Avenue Roadsides	94,286	2.16	$ 129.60	33	$ 4,276.80
13	Willow Run Boulevard Medians	11,410	0.26	$ 15.60	33	$ 514.80
14	Willow Run Boulevard Roadsides	838,720	19.25	$ 1,155.00	33	$ 38,115.00
15	Fitzgerald Street Medians	9,072	0.21	$ 12.60	33	$ 415.80
16	Conrad Street Medians	9,960	0.23	$ 13.80	33	$ 455.40
17	Roberts Street Medians	3,878	0.09	$ 5.40	33	$ 178.2
18	Tree Garden Drive Median	7,250	0.17	$ 10.20	33	$ 336.60
19	Wiltshire Boulevard Medians	38,061	0.87	$ 52.20	33	$ 1,722.60
20	Countryside Drive Median	2,436	0.06	$ 3.60	33	$ 118.80
21	Merrinac Drive Medians	27,292	0.63	$ 37.80	33	$ 1,247.40
22	Sugar House Bouevard Medians	6,260	0.14	$ 8.40	33	$ 277.20
23	Hills Boulevard	1,952	0.04	$ 2.40	33	$ 79.20
24	Kingswood Way Medians	8,700	0.2	$ 12.00	33	$ 396.00
25	Coral Way Medians	2,500	0.06	$ 3.60	33	$ 118.80
26	Talo Circle Median	400	0.01	$ .60	33	$ 19.80
27	Peninsula Drive	15,000	0.34	$ 20.40	33	$ 673.20
					TOTAL (LINE ITEMS 1-27):	$ 138,883.60

TURF MAINTENANCE

ITEM #	ROAD NAME	MULCH: ESTIMATED QUANTITIES CUBIC YARDS	MULCH: 1 X PER YEAR PRICE PER APPLICATION	GRANULAR FERTILIZER: PRICE PER APPLICATION	GRANULAR FERTILIZER: NUMBER OF TIMES PER YEAR	GRANULAR FERTILIZER: ANNUAL PRICE	TURF MAINTENANCE ANNUAL PRICE
28	Williamson Boulevard Medians			$ 1283	2	$ 2566	$ 3,849
29	Airport Road Medians			$ 187	2	$ 374	$ 561
30	Summertrees Road Extention Medians			$ 17	2	$ 34	$ 51
31	Town West Boulevard Medians	110	$ 5500	$ 626	2	$ 1252	$ 7378
32	Coraci Boulevard Medians	22	$ 1100	$ 213	2	$ 426	$ 1739
33	McGinnis Avenue Medians	3	$ 150	$ 347	2	$ 694	$ 1191
34	Willow Run Boulevard Medians	10	$ 500	$ 96	2	$ 192	$ 788
35	Tree Garden Drive Median	127	$ 6350	$ 42	2	$ 84	$ 6476
36	Wiltshire Boulevard Medians	221	$ 11050				$ 11050
37	Countryside Drive Median	150	$ 7500				$ 7500
38	Sugar House Bouevard Medians	67	$ 3350				$ 3350
39	Kingswood Way Medians	31	$ 1550				$ 1550
			TOTAL TURF MAINTENANCE(LINE ITEMS 28-39):				$ 50,983

SHRUB & GROUNDCOVER MAINTENANCE

GRANULAR FERTILIZER

ITEM #	ROAD NAME	1 X PER YEAR PRICE PER APPLICATION
40	Town West Boulevard Medians	$ 10
41	Coraci Boulevard Medians	$ 8
42	McGinnis Avenue Medians	$ 8
43	Willow Run Boulevard Medians	$ 2
44	Tree Garden Drive Median	$ 10
	TOTAL (LINE ITEMS 40-44):	$ 38

PALM TREE MAINTENANCE

ITEM #	ROAD NAME	GRANULAR FERTILIZER "PALM SPECIAL" (TWICE/YEAR): PRICE PER APPLICATION	GRANULAR FERTILIZER "PALM SPECIAL" (TWICE/YEAR): GRANULAR FERTILIZER ANNUAL PRICE (2X/YEAR)	DISEASE AND INSECT CONTROL (TWICE/YEAR): PESTICIDE TREATMENT: PRICE PER APPLICATION	PESTICIDE TREATMENT: PESTICIDE TREATMENT ANNUAL PRICE (2X/YEAR)	HERBICIDE TREATMENT: PRICE PER APPLICATION	HERBICIDE TREATMENT: HERBICIDE TREATMENT ANNUAL PRICE (2X/YEAR)	PALM TREE MAINTENANCE ANNUAL PRICE
45	Town West Boulevard Medians	$ 841.50	$ 1684.00	$ 1188.00	$ 2376.00	$ 1188.00	$ 2376.00	$ 6,436.00
46	Coraci Boulevard Medians	$ 357.00	$ 714.00	$ 504.00	$ 1008.00	$ 504.00	$ 1008.00	$ 2,730.00
47	McGinnis Avenue Medians	$ 586.5	$ 1173.00	$ 828.00	$ 1656.00	$ 828.00	$ 1656.00	$ 4,485.00
48	Tree Garden Drive Median	$ 127.00	$ 254.00	$ 180.00	$ 360	$ 180.00	$ 360.00	$ 974.00
						TOTAL (LINE ITEMS 45-48):		$ 14,625.00
						TOTAL CLASS "C" (ITEMS 1-48):		$ 204,529.60

Class "D" Maintenance

MOWING

ITEM #	ROAD NAME	SQUARE FOOTAGE	ACREAGE	PRICE PER MOW	NUMBER OF MOWS PER YEAR	MOWING ANNUAL PRICE
1	Taylor Road	233,277	5.36	$ 321.60	24	$ 7,718.40
2	Spruce Creek Road	558,400	12.82	$ 769.20	24	$ 18,460.80
3	Madeline Avenue	609,850	14.00	$ 840.00	24	$ 20,160.00
4	Canal View Boulevard	145,050	3.33	$ 199.8	24	$ 4795.20
5	Central Park Boulevard	295,396	6.78	$ 406.80	24	$ 9,763.20
6	Clyde Morris Boulevard	203,940	4.68	$ 280.80	24	$ 6,739.20
7	Hensel Road	97,435	2.24	$ 134.40	24	$ 3,225.60
8	Yorktowne Boulevard Median	1,290	0.03	$ 1.80	24	$ 43.20
9	Yorktowne Boulevard Roadsides	207,520	4.76	$ 285.60	24	$ 6,854.40
10	Avon Court Triangle Median	2,500	0.06	$ 3.60	24	$ 86.40
11	Herbert Street	155,611	3.57	$ 214.20	24	$ 5,140.80
12	Train Depot Building (Herbert Street)	41,725	0.96	$ 57.60	24	$ 1,382.40
13	Commonwealth Boulevard	41,285	0.95	$ 57.00	24	$ 1,368.00
14	Oak Street (Dunlawton to Spruce Creek)	33,678	0.77	$ 46.20	24	$ 1,108.80
15	Jackson Street	20,686	0.47	$ 28.20	24	$ 676.80
16	Victoria Gardens Boulevard Medians	1,240	0.03	$ 1.80	24	$ 43.20
17	Victoria Gardens Boulevard Roadsides	28,510	0.65	$ 39.00	24	$ 936.00
18	Hidden Lake Drive	12,736	0.29	$ 17.40	24	$ 417.60
19	Old Hammock Road	14,268	0.33	$ 19.80	24	$ 475.20
20	Pepper Hill Road	6,779	0.16	$ 9.60	24	$ 230.40
21	Highpoint Drive	8,000	0.18	$ 10.80	24	$ 259.20
22	Renner Road	4,272	0.10	$ 6.00	24	$ 144.00
23	Dalford Road	7,226	0.17	$ 10.20	24	$ 244.80
24	Gladys Street	4,610	0.11	$ 6.60	24	$ 158.40
25	Newton Road	6,336	0.15	$ 9.00	24	$ 216.00
26	Bay Ridge Lane Median	9,184	0.21	$ 12.60	24	$ 302.40
27	Martin Road	3,464	0.08	$ 4.80	24	$ 115.20
28	Casey Lane (Dead End)	2,569	0.06	$ 3.60	24	$ 86.40
29	Sugar Forest (3 Medians)	4,800	0.11	$ 6.60	24	$ 158.40
30	Lex Court (Sidewalk & ROW)	4,500	0.10	$ 6.00	24	$ 144.00
31	Kenowood Drive (Medians & ROW)	2,400	0.06	$ 3.60	24	$ 86.40
32	Timberwood Trail (End of Cul-de-sac)	3,500	0.08	$ 4.80	24	$ 115.20
33	Lemon Street Right of Way	5,000	0.11	$ 6.60	24	$ 158.40
34	Norman & Palmetto (ROW)	13,500	0.31	$ 18.60	24	$ 446.40
35	Jackson Street (Green's Fenceline)	35,600	0.82	$ 49.20	24	$ 1,180.80
36	Dog Park on Niver Street	4,000	0.09	$ 5.40	24	$ 129.60
37	Oates Ave (Dead end before sign)	400	0.01	$ .60	24	$ 14.40
38	Dubois Ave (Right of Way)	700	0.02	$ 1.20	24	$ 28.80
39	Wood Street (Fenceline before pond)	1,800	0.04	$ 2.40	24	$ 57.60
40	Riverside Dr (ROW at Fox Place)	1,400	0.03	$ 1.80	24	$ 43.20
41	Riverside Dr (ROW at White Place)	1,000	0.02	$ 1.20	24	$ 28.80
42	Riverside Dr (ROW at Warmock)	200	0.00	$ .60	24	$ 14.40
43	Cambridge Subdivision (4 empty lots)	47,690	1.09	$ 65.40	24	$ 1569.60
44	Woods Subdivision (6 empty lots)	81,350	1.87	$ 112.20	24	$ 2,692.80
45	Bay Ridge Lane Median	9,184	0.21	$ 12.60	24	$ 302.40
				TOTAL (LIINE ITEMS 1-45):		$ 98,712.00

TURF MAINTENANCE

MULCH

ITEM #	ROAD NAME	ESTIMATED QUANTITIES CUBIC YARDS	1 X PER YEAR PRICE PER APPLICATION
46	Yorktowne Boulevard Median	10	$ 500
47	Victoria Gardens Boulevard Medians	20	$ 1000
	TOTAL (LINE ITEMS 46-47):		$ 1500

SHRUB & GROUNDCOVER MAINTENANCE

GRANULAR FERTILIZER

ITEM #	ROAD NAME	1 X PER YEAR PRICE PER APPLICATION
48	Yorktowne Boulevard Median	$ 11
49	Victoria Gardens Boulevard Medians	$ 19
	TOTAL (LIINE ITEMS 48-49):	$ 30

PALM TREE MAINTENANCE

		DISEASE AND INSECT CONTROL (TWICE/YEAR)				
		PESTICIDE TREATMENT (2X/YEAR)		HERBICIDE TREATMENT (2X/YEAR)		
ITEM #	ROAD NAME	PRICE PER APPLICATION	PESTICIDE TREATMENT ANNUAL PRICE	PRICE PER APPLICATION	HERBICIDE TREATMENT ANNUAL PRICE	PALM TREE MAINTENANCE ANNUAL PRICE
50	Yorktowne Boulevard Median	$ 12	$ 24	$ 12	$ 24	$ 48
51	Victoria Gardens Boulevard Medians	$ 12	$ 24	$ 12	$ 24	$ 48
				TOTAL (LINE ITEMS 50-51):		$ 96
				TOTAL CLASS "D" (ITEMS 1-51):		$ 100,338.00

GRAND TOTAL - ANNUAL PRICE CLASS "C" AND CLASS "D" MAINTENANCE:	$ 304,867.60

SERVICES TO BE PERFORMED ON AN 'AS NEEDED' BASIS ONLY

TURF MAINTENANCE- PESTICIDE AND HERBICIDE TREATMENTS

TREATMENT TYPE	PRICE PER 100 SQUARE FEET
PESTICIDE	$ 2.50
HERBICIDE	$ 2.5

SHRUB & GROUNDCOVER- PESTICIDE AND HERBICIDE TREATMENTS

TREATMENT TYPE	PRICE PER 100 SQUARE FEET
PESTICIDE	$ 2.50
HERBICIDE	$ 2.50

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that BRIGHTVIEW LANDSCAPE SERVICES, INC., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 701 Codisco Way Sanford FL 32771, Tel.: 689-306-8015, (hereinafter called "PRINCIPAL"), and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at One Tower Square, Bond/5PB, Hartford CT 06183, Tel: (818)409-4241 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel: (386) 506-5501, (hereinafter called "OBLIGEE" or CITY", in the penal sum of Five Percent of the Total Amount Bid dollars and (--)/100 ($5% of the Total Amount Bid), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated March 28th, 20 25, for:

Project Name/Bid No.: ITB #25-10 City Right-of-Ways Landscape Maintenance Services

Project Address: City of Port Orange, Florida

Legal Description: See Attached

Description of Work: Turf mowing, turf maintenance and associated landscaping services for the City Right-of-Ways locations.

NOW, THEREFORE,

A. If the Principal shall not withdraw said bid withing one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds withing the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies. If the latter amount be in excess of the former, then the above obligations then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 26th day of March, 20 25, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to the original bid bond and financial statement of Surety Company).

PRINCIPAL: BRIGHTVIEW LANDSCAPE SERVICES, INC.

Meghan Hanes

Signature

Meghan Hanes, Attorney-in-Fact

Corporate Officer & Title

ATTEST:

Beverly McCoy

Signature

Beverly McCoy, Witness

~~Corporate Secretary~~ (Affix Corporate Seal)

WITTNESSESS:

SURETY: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Samantha Russell

Attorney-in-Fact (signature)

Samantha Russell, Attorney-in-Fact

Name & Title

Pedro Gonzalez Jr.

Name of Local Resident Agent

Miami, FL 33131

City, State, Zip

305-351-0570

Telephone:

A.M. Best No.: A++ NAIC No.: 25658

ATTEST:

Tracy Aston

Signature

Tracy Aston, Witness

~~Corporate Secretary~~ (Affix Corporate Seal)

STATE OF _____

COUNTY OF _____ *****See attached CA All-Purpose Acknowledgment**

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

_____

Signature of Affiant

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2025, by _____ and who:

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

_____

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

END OF BID BOND

This document must be completed and returned with your Submittal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 03/26/25 before me, Becky Gomez, Notary Public, personally appeared Meghan Hanes who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

BECKY GOMEZ
Notary Public - California
Orange County
Commission # 2455974
My Comm. Expires Jul 30, 2027

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Becky Gomez
Signature of Notary Public

Limited Power of Attorney

BrightView Holdings, Inc. of 980 Jolly Road, Blue Bell, PA 19422, Federal Employer Tax Identification Number 46-4190788, hereby constitutes and appoints, jointly and severally, the following employees of certain subsidiaries of Aon pie ("Aon"), as identified below, its true and lawful attorney-in fact, only upon BrightView's prior written consent, to execute and apply a corporate seal to all surety bonds issued on behalf of each of the subsidiaries of BrightView Holdings, Inc. listed on Exhibit A attached hereto:

Aon Employee	Aon Subsidiary
Los Angeles Becky Gomez Meghan Hanes Samantha Russell Vanessa Fong	**Aon Risk Services West, Inc.**
Philadelphia Catherine E. Smithson Sara Owens	**Aon Risk Services Northeast, Inc.**
New York Frances Rodriguez Francesca Kazmierczak	**Aon Risk Services Northeast, Inc.**
Chicago Jennifer L. Jakaitis Nicholas Kertesz	**Aon Risk Services Central, Inc.**
Atlanta Sandy K. McElhaney Mary Yohnke	**Aon Risk Services South, Inc.**

This Power-of-Attorney shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days written notice.

IN WITNESS WHEREOF, the signing party below affirms his/her authority to sign this Designation of Representative and grant the powers contained therein.

Dated: December 12th, 2024

By
Name: Brian Jackson
Title: Chief Accounting Officer

Sworn and subscribed before me, Christine Tryon this 12th day of December, 2024.

Commonwealth of Pennsylvania - Notary Seal
Christine Tryon, Notary Public
Montgomery County
My Commission Expires August 7, 2028
Commission Number 1207324

Exhibit A

BrightView Landscape Services, Inc. (California)
BrightView Landscape Services, Inc. (Texas)
BrightView Landscape Services, Inc. (Arizona)
BrightView Landscape Services, Inc. (Colorado)
BrightView Landscape Services, Inc. (Florida)
BrightView Landscape Services, Inc. (Georgia)
BrightView Landscape Services, Inc. (Nevada)
BrightView Landscapes, LLC
BrightView Tree Care Services, Inc.
BrightView Golf Maintenance, Inc.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 03/26/25 before me, Becky Gomez, Notary Public, personally appeared Samantha Russell who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

BECKY GOMEZ
Notary Public - California
Orange County
Commission # 2455974
My Comm. Expires Jul 30, 2027

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Becky Gomez
Signature of Notary Public

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Samantha Russell** of **LOS ANGELES**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of **each of the Companies**, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of **said Companies** by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of **each of the Companies**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 26 day of MARCH, 2025

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Florida
Department
of Insurance

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Is hereby authorized to transact insurance in the State of Florida.

This certificate signifies that the company has satisfied all requirements of the Florida Insurance Code for the issuance of a license and remains subject to all applicable laws of Florida.

Date of Issuance: October 23, 1985
No. 97-06-0907370

Bill Nelson

Bill Nelson
Treasurer and Insurance Commissioner

DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation
BRIGHTVIEW LANDSCAPE SERVICES, INC.

Filing Information

Document Number	K51636
FEI/EIN Number	95-4194223
Date Filed	12/15/1988
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/10/2024
Event Effective Date	NONE

Principal Address

980 Jolly Road
Suite 300
Blue Bell, PA 19422

Changed: 03/22/2024

Mailing Address

980 Jolly Road
Suite 300
Blue Bell, PA 19422

Changed: 03/22/2024

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTATION, FL 33324

Name Changed: 06/22/2016

Address Changed: 06/22/2016

Officer/Director Detail

Name & Address

Title Treasurer

Blue Bell, PA 19422

Title President

Dozier, Michael
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title Assistant Treasurer

Riegel, Anthony
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title Assistant Treasurer

Jackson, Brian
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title VP

MCDONOUGH, DARREN
980 JOLLY ROAD
SUITE 300
BLUE BELL, PA 19422

Annual Reports

Report Year	Filed Date
2022	03/31/2022
2023	03/01/2023
2024	03/22/2024

Document Images

05/10/2024 -- Amendment	View image in PDF format
03/22/2024 -- ANNUAL REPORT	View image in PDF format
02/29/2024 -- Amendment	View image in PDF format
03/15/2023 -- Amendment	View image in PDF format
03/01/2023 -- ANNUAL REPORT	View image in PDF format
06/16/2022 -- Amendment	View image in PDF format
03/31/2022 -- ANNUAL REPORT	View image in PDF format
06/21/2021 -- Amendment	View image in PDF format
04/06/2021 -- ANNUAL REPORT	View image in PDF format
05/22/2020 -- ANNUAL REPORT	View image in PDF format
08/09/2019 -- Amendment	View image in PDF format
03/25/2019 -- ANNUAL REPORT	View image in PDF format

March 26th, 2025

City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

RE: Surety Letter for BrightView Landscape Services, Inc.
Project Name: ITB #25-10 City Right-of-Ways Landscape Maintenance Services

To Whom It May Concern:

Liberty Mutual Insurance Company, Travelers Casualty and Surety Company of America, Fidelity and Deposit Company of Maryland, United States Fire Insurance Company (Amynta) and Westchester Fire Insurance Company ("Sureties") are current surety partners for BrightView Landscape Services, Inc. ("BrightView"). BrightView is a valued customer of each Surety with ongoing relationships that, in some cases, exceed 20 years in length. Each of BrightView's Sureties is recognized by A.M. Best with financial strength ratings of A XV, A++ XV, A+ XV, A XIV and A++ XV, respectively. Additionally, each surety is listed in the Department of Treasury's Federal Register of Certified Companies and is a licensed, admitted surety in all fifty US States.

BrightView has single project bond capacity in excess of **$150 Million** and a collective aggregate bond capacity in excess of **$750 Million**. Total available capacity is in excess of **$400 Million**.

Please note that this letter is not an assumption of liability, nor is it a bid bond or performance bond. Any request for surety support would be subject to normal Surety underwriting procedures and is exclusively a matter between BrightView and its Sureties. Therefore, there is no liability to you or to any third party if for any reason Sureties do not execute any bonds.

Very truly yours,
Liberty Mutual Insurance Company
Travelers Casualty and Surety Company of America
Fidelity and Deposit Company of Maryland
United States Fire Insurance Company (Amynta)
Westchester Fire Insurance Company

Meghan Hanes, Attorney-in-Fact

Aon Risk Insurance Services West, Inc.
707 Wilshire Blvd., Suite 2600, Los Angeles, CA 90017 • tel: (213) 630-3200 • fax: (213) 630-7308
License No.: 0363334

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8212336-024029**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Mary L. Yohnke; Meghan Hanes; Rosa E. Rivas; Samantha Russell; Tracy Aston; Vanessa Fong

all of the city of Los Angeles state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of August, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 28th day of August, 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of March, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Meghan Hanes** of **LOS ANGELES** , **California** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 26th day of March 2025 .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and **appoint Rosa E. RIVAS, Mary L. YOHNKE, Tracy ASTON, Meghan HANES, Samantha RUSSELL, Vanessa FONG of Los Angeles, California** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 16th day of August, A.D. 2024.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Thomas O. McClennan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 16th day of August, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 26th day of March 2025 .

MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Tracy Aston; Rosa E. Rivas; Samantha Russell; Meghan Hanes; Mary L. Yohnke; Vanessa Fong

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars ($125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 26th day of March 20 25

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

*For verification of the authenticity of the Power of Attorney, please contact SuretyInquiries@amyntagroup.com

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Rosa E. Rivas of Irvine, California; Tracy Aston, Vanessa Fong, Meghan Hanes, Samantha Russell, Ana Torres and Mary L. Yohnke of Los Angeles, California; Eric Allen, Celeste Austria, Donnalyn Revis, Catherine A. Rueter and William F. Ward of San Francisco, California ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **21st** day of **August, 2024.**

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn, Vice President

STATE OF NEW JERSEY
County of Hunterdon SS.

On this **21st** day of **August, 2024** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22,2027

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 03/26/2025

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

The International Society of Arboriculture

Hereby Announces That

Michael Provencher

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

11 June 2006	30 June 2027	FL-5424A
Issue Date	Expiration Date	Certification Number

ANAB
ANSI National Accreditation Board
ACCREDITED
ISO/IEC 17024
PERSONNEL CERTIFICATION BODY
#0847
ISA Certified Arborist

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
December 12, 2024	**JB290288**	**October 31, 2025**

THE **PEST CONTROL COMPANY FIRM** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **October 31, 2025**

AT

701 CODISCO WAY
SANFORD, FL 32771

BRIGHTVIEW LANDSCAPE SERVICES INC
701 CODISCO WAY
SANFORD, FL 32771

Lawn and Ornamental

WILTON SIMPSON, COMMISSIONER

cut here

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

BRIGHTVIEW LANDSCAPE SERVICES INC
701 CODISCO WAY
PEST CONTROL COMPANY FIRM

JB290288

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **October 31, 2025**

COMMISSIONER

Signature

Wallet Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
December 12, 2024	**JE195446**	**October 31, 2025**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **October 31, 2025**

AT

BRIGHTVIEW LANDSCAPE SERVICES INC
SANFORD, FL 32771

DUSTIN MAFFIOLI
BRIGHTVIEW LANDSCAPE SERVICES INC
701 CODISCO WAY
SANFORD, FL 32771

Certified Operator

WILTON SIMPSON, COMMISSIONER

cut here

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

DUSTIN MAFFIOLI
BRIGHTVIEW LANDSCAPE SERVICES INC
ID CARD HOLDER

JE195446

Certified Operator

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **October 31, 2025**

COMMISSIONER

Signature
ATTACH PHOTO ON REVERSE

Wallet Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No.: **AD609**
Issue Date: March 18, 2024
Expiration Date: April 11, 2025

POST CERTIFICATE CONSPICUOUSLY

License as Dealer in Agriculture Products

Section 604.15-604.30, Florida Statutes

BRIGHTVIEW LANDSCAPE SERVICES, INC.
TREE BRANCH
701 CODISCO WAY
SANFORD, FL 32771-5701

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

CITY OF SANFORD
FLORIDA

CITY OF SANFORD
Building Division
PO Box 1788, Sanford, FL 32772-1788

2025

LOCAL BUSINESS TAX RECEIPT

VALID THROUGH SEPTEMBER 30, 2025

BRIGHTVIEW LANDSCAPE SERVICES, INC.
980 Jolly Rd., Ste 300
Blue Bell PA 19422

This receipt is a local business tax only. It does not permit the local business taxpayer to violate any existing zoning or regulatory laws of the state or county, nor does it exempt the business taxpayer from any other license or permits required by law.

Issue Date:	**October 01, 2024**	**BTR21-000425**
Business Location:	**701 CODISCO (531 & 701) Way**	

Classification	**Amount**
Fire Inspection Fee	50.00
Contractor	200.00
Tree Trimming, Lawn Maintenance	6,350.00
25% Late Fee	1,637.50
TOTAL:	**8,237.50**

Comments:
Restrictions:

SEMINOLE COUNTY TAX RECEIPT REQUIRED
ORIGINAL TAX RECEIPT MUST BE DISPLAYED ON PREMISES

CITY OF PORT ORANGE

ITB #25-10 City Right-of-Ways Landscape Maintenance Services

Bids Received 3/28/2025

BID TABULATION

BIDDER	CLASS "C" TOTAL	CLASS "D" TOTAL	GRAND TOTAL	RESPONSIVE YES OR NO?
Barton & Barton, Inc.	$229,410.24	$155,559.84	**$384,970.08**	**YES**
Brightview Landscape Services	$191,439.40	$99,949.20	**$291,388.60**	**YES**
Rotolo Consultants, Inc.	$215,846.14	$187,409.89	**$403,256.03**	**YES**
VerdeGo, LLC	$277,353.78	$79,010.64	**$356,364.42**	**NO**
Yellowstone Landscape - Southeast, LLC	$178,441.00	$185,350.00	**$363,791.00**	**YES**

Joseph L. Carter
Buyer

Witness

NOTICE OF INTENT TO AWARD

ITB #25-10 City Right-of-Ways Landscape Maintenance Services

April 7, 2025

On March 28, 2025, the City of Port Orange received four (4) responsive bid submittals for **ITB #25-10 City Right-of-Ways Landscape Maintenance Services.**

After reviewing the responsive bids, City Staff has made a recommendation to award to:

Brightview Landscape Services

Respectfully Submitted,

Joseph Castro
Buyer

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes." The 72-hour posting requirement will elapse on April 10, 2025 at 9:00 AM EST.

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/6/2025

SUBJECT: (B6b) Approval of Task Authorization No. 6 for design services for White Place Park with Hall and Ogle Architects, Inc.

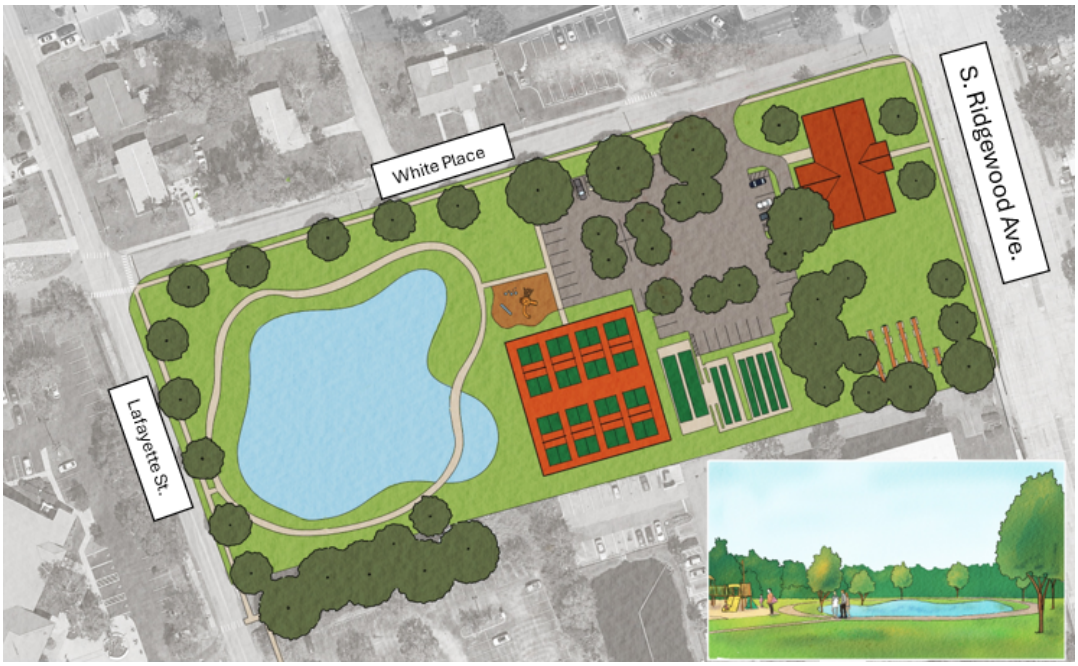
DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Task Authorization No. 6 with Hall & Ogle Architects, Inc. for design services at White Place Park for an amount not to exceed $121,000, and authorize the Mayor and City Clerk to sign all necessary documents.

SUMMARY: Hall & Ogle Architects, Inc. has provided a quote for design services for White Place Park under their current continuing services contract. The design work will be for Bond Project 2 - White Place Park. Design is expected to 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 $121,000.

The scope of work will include a community meeting to get input from the neighborhood and other stakeholders. Park elements may include a pond with a walkway, parking, improvements to pickleball courts, a playground, pavilions, or other items.



PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Hall Ogle Architects Inc. - Task Auth No 6 - White Place Park Design Services	Hall Ogle Architects Inc. - Task Auth No 6 - White Place Park Design Services.pdf
2.	2506.Port Orange White Place Park.Proposal	2506.Port Orange White Place Park.Proposal.pdf
3.	Hall & Ogle COI 8.21.25 prof lib 10.25 (1)	Hall & Ogle COI 8.21.25 prof lib 10.25 (1).pdf
4.	Hall & Ogle - Affidavit for Human Trafficking 9.23.2024 (1)	Hall & Ogle - Affidavit for Human Trafficking 9.23.2024 (1).pdf
5.	Hall & Ogle Architectural Services Contract CA8000 (1)	Hall & Ogle Architectural Services Contract CA8000 (1).pdf

Jennifer Cox	Created/Initiated - 3/28/2025
Susan Lovallo	Approved - 4/1/2025
Linda Truitt	Approved - 4/1/2025
Matthew Jones	Approved - 4/23/2025
Wayne Clark	Final Approval - 4/23/2025

TASK AUTHORIZATION NO. 6
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 withits 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 White Place 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 form 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 **$121,000.00**. 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:_____
Scott Stilitner, Mayor

Date:_____

ATTEST:

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

Date:_____

EXHIBIT "1"

Architect'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

March 27, 2025

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

Re: White Place 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 White Place Park.

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

- Retention Pond (Stormwater Management Facility)
- Stormwater Design and Permitting
- Port Orange Site Plan Permit
- Sidewalk Trail System with Amenities to be determined
- Landscape & Irrigation Design
- Potential Playground
- Potential Picnic Pavilion
- Biological Assessment
- Gopher Tortoise Survey
- Potential Resurfacing of the Pickleball Courts
- Upgrade Lighting for Pickleball Courts
- Area Lighting for Sidewalk Walking Trail

The scope of work will include all necessary engineering including civil, landscaping and irrigation. We have also included allowances for a specific purpose site survey and geotechnical services as required. It is assumed that there won't be any utility work as a part of this project.

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

The fee proposal is as follows:

Architectural/Engineering Fee	$	94,500
Surveying Allowance	$	10,000
Geotechnical Allowance	$	6,000
DOT Permit Allowance	$	10,000
Reimbursables:		
Printing	$	500
Total Fees (not to exceed)	$	**121,000**

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

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

March 27, 2025

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Port Orange Parks and Recreation
1395 Dunlawton Avenue
Port Orange, FL 32127

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Printing	$	500
Total Fees (not to exceed)	$	**121,000**

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

Client#: 1049350 HALLOGL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/23/2024

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	CONTACT NAME:	
USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: TeamAECertificate@usi.com	

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 :	

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	X COMMERCIAL GENERAL LIABILITY	X	X	BPG97183	08/21/2024	08/21/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	BPG97183	08/21/2024	08/21/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB8K6464592447G	08/21/2024	08/21/2025	X 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			DPS5035570	10/31/2024	10/31/2025	$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.

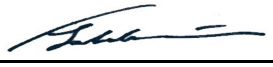
CERTIFICATE HOLDER

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

CANCELLATION

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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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 (Title) of Hall & Ogle Architects, Inc. (Business Name), a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."

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: David Ogle

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 Seal)
TODD DONLICK
Notary Public - State of Florida
Commission # HH 102247
My Comm. Expires Mar 13, 2025
Bonded through National Notary Assn.

Todd Donlick

Notary Public, State of FLORIDA

Printed name, commission and expiration of commission term

SKB.7.8.2024. Rev. 9.6.2024
CA7985

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 preform 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 if 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 of 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 individulas 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 thee 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 thee 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**
☒	Workers' Compensation 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).	Contract Amount — Limits Up to $10 million — Statutory/$500,000 $10 - $20 million — Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits:	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.	Limits:	Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
	Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	Limits:	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	Limits:	Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits:	Coverage - $ To be determined.	
☐	Architect Pollution Liability	Limits:	Coverage - $1,000,000	
☒	Errors and Omissions	Limits:	Coverage - $1,000,000	
☐	Umbrella Policy	Limits:	Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits:	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:

Printed Name: Schyler Cerqueira

Printed Name: Pamela Jarosz

HALL & OGLE ARCHITECTS, INC.

By: 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.

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

TODD DONLICK
Notary Public - State of Florida
Commission # HH 102247
My Comm. Expires Mar 13, 2025
Bonded through National Notary Assn.

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.

MATTHEW J. JONES
Commission # GG 931831
Expires January 23, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

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

Witnesses:

ATTEST:

Lorie Harris

By: Shelby Field for

Printed Name: Lorie Harris

Robin L. Fenwick, MMC, City Clerk

Tracee Cody

Date: 5/17/2022

Printed Name: Tracee Cody

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 Shelby Field as Asst. 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 263572
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 Statue 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 withits 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 Servicesattached 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:_____

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/6/2025

SUBJECT: (B6c) Approval of Task Authorization No. 8 to Advanced Roofing, Inc. under the Standard Contract for Services (CA7981) RSFQ #22-14 for Roofing Repair and Replacement Services

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 8 to the Standard Contract for Services with Advanced Roofing, Inc. for an amount not to exceed $54,500, and authorize Mayor and City Clerk to sign contract documents.

SUMMARY: Building #4 at the Water Production Facility located at 4400 Wellfield Road needs replacement. The roof is an old tar & gravel setup and has reached the end of its life. This roof will be replaced by a single-ply roof system. The new roof comes with a twenty (20) year No Dollar Limit (NDL) materials and labor guarantee by Johns Manville and a one (1) year materials and labor warranty by Advanced Roofing.

Pricing is in accordance with the Standard Contract for Services with Advanced Roofing. There is an additional cost of $5.00 per linear foot for any missing or deteriorated wood replacement. This project was previously funded in the budget.

PRESENTER: Steve Parnell

ATTACHMENTS:

1.	Advanced Roofing Inc. Task Autorization No 8 - WPF Roof Replacement	Advanced Roofing Inc. Task Autorization No 8 - WPF Roof Replacement 2.pdf
2.	Justification Memo - Advanced Roofing - 01-31-25	Justification Memo - Advanced Roofing - 01-31-25.docx
3.	Advanced Roofing, Inc. ITB 22-14 Task Authorization Form	Advanced Roofing, Inc. ITB 22-14 Task Authorization Form.doc
4.	Advanced Roofing - Standard Contract for Svc CA7981	Advanced Roofing - Standard Contract for Svc CA7981.pdf
5.	Advanced Roofing Quote	Advanced Roofing Quote .pdf
6.	Advanced Roofing executed renewal 3.6.27	Advanced Roofing executed renewal 3.6.27.pdf

7.	Advanced-Roofing COI to 1.1.26	Advanced-Roofing COI to 1.1.26.pdf

Kelly Klausky	Created/Initiated - 3/18/2025
Christopher Wall	Approved - 3/18/2025
Steve Parnell	Approved - 3/18/2025
Linda Truitt	Approved - 3/20/2025
Matthew Jones	Approved - 4/24/2025
Wayne Clark	Final Approval - 4/24/2025

TASK AUTHORIZATION NO. 8
Standard Contract for Services dated March 7, 2023
Between the City of Port Orange, Florida and Advanced Roofing, 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 **ADVANCED ROOFING, INC.**, a Florida corporation with its principal place of business at 1950 North West 22nd Street, Fort Lauderdale, Florida 33311 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for 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. The Contract Administrator may be contacted as follows:

   Name: Steve Parnell, Public Utilities Director
   Address: 1395 Dunlawton Avenue, Port Orange, FL 32129
   Phone: (386) 506-5592
   E-Mail: sparnell@port-orange.org

3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide Water Production Facility Building No 4 Roof Replacement located at 4400 Wellfield Road, and as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization No. 8 Exhibit "1."**

4. Contractor shall complete the services to be provided herein within **sixty (60) days** of the date of a written Notice to Proceed issued and executed by the City to the Contractor ("Term"). City and Contractor agree and recognize that time is of the essence for services provided in this Task Authorization, and that the City will suffer financial loss if the services are not completed within the Term of this Task Authorization. Contractor agrees and recognizes that any delay in services provided shall constitute a material breach. Accordingly, the City and Contractor agree that as liquidated damages for delay, Contractor shall pay the City $500 for each day that services have not reached substantial completion, in accordance with the Term as set forth herein above. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to final completion.

5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed **$54,500.00**. 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.

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 Contractor 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:

ADVANCED ROOFING, INC.

_____

Printed Name:_____

By:_____

Jason Carruth, Vice President

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

_____

Printed Name:_____

Date:_____

Please note that at this time the City does not accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Scott Stiltner, Mayor

Date:_____

ATTEST:

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

Date:_____

[CA 7981]

EXHIBIT "1"

Contractor's Quote

Consisting of 3 Pages

EXPERIENCE MATTERS.

ADVANCED ROOFING INC

ESTABLISHED 1983

Florida's Premiere Commercial Roofing Contractor

Committed to Quality

To:
David Morris
City of Port Orange
1000 City Center Circle Port Orange, FL 32129

Job Name:
Port Orange - Water Treatment Facility - 405158

Address:
Port Orange - Water Treatment Facility/4400 Wellfield Drive, Port Orange, FL 32129

Date:
December 19, 2024

Reference:
Roof Replacement

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, material, tools, equipment and proper insurance with excess liability of twelve (12) million dollars.

PERMITTING AND TESTING

Permitting and testing that is required to secure a roofing permit is included in our bid proposal. The following test will be completed in order to pull your permit:

1. Engineered signed and sealed design wind pressure calculation.
2. Florida Product Approval (FPA) or Miami Dade County Notice of Acceptance (NOA) for the proposed system as required.
3. Roof plan with elevations of deck and parapet walls.
4. Provide roof attachment and engineered fastening pattern in accordance with ASCE 7-16 and Florida Building Code 2020 7th Edition Roof Application Standard RAS 127.
5. Notice of Commencement filing with the county and fees before the start of the project.

PREPARATORY WORK

1. Cut and remove all existing roofing down to the lightweight concrete deck. Remove only as much roofing in one working day period that can be replaced. Water cut off to be installed at the end of each working day to assure a watertight condition.
2. Broom clean the entire roof. Remove all dust and dirt, then thoroughly clean with a power air blower.

RIGID ROOF INSULATION

1. Furnish and install 2 inch rigid roof insulation with an aged R-Value of 19. Each board to be adhered with polyurethane foam adhesive per manufacturer's recommendations.

OVERLAY HARD BOARD INSULATION

1. Furnish and install 0.5 inch DensDeck roof deck insulation to entire deck. All boards to be adhered with polyurethane foam adhesive per manufacturer's recommendations.

SINGLE PLY ROOFING SYSTEM

1. Furnish and install new Johns Manville 60 MIL Fleeceback TPO single ply roof system. New roof system to be Fully Adhered in accordance with manufacturer specifications and local building code requirements.
2. All detail work including vent pipes, roof vents, and other miscellaneous roof projections to be done in accordance with Johns Manville standard details.
3. Advanced Roofing, Inc. is an approved applicator of Single Ply Systems for Johns Manville.

MISCELLANEOUS INSTALLATIONS

1. Shop fabricate and install new .040 aluminum metal drip edge.Set same in mastic and flash per manufacturer's recommendations.
2. Furnish and install new pre-manufactured Pipe Boot flashing at pipe and stand leg penetrations. Flashing to be heat welded to membrane, and caulked and clamped at top side.
3. Furnish and install new unsupported single ply membrane field-manufactured flashing at abnormal shaped penetrations. Flashing to be heat welded to membrane and caulked and clamped at top side.
4. Furnish and install New Oversized Fascia Metal around perimeter of building per Industrial Standards.
5. City or county roofing permit, crane and sales tax are included.
6. Digitized roof drawing and photographs depicting work areas and details for this work scope are attached.

SUPERVISION

1. Our work is done in a workmanlike manner by trained mechanics using the latest technical equipment for the job. Principals supervise all jobs and, upon completion, inspect and evaluate the premises and workmanship. As always, ADVANCED ROOFING, INC. is "Committed to Quality."

CLARIFICATION & EXCLUSIONS

1. All costs associated with utility line interface with roofing activities are excluded from this proposal. If utilities exist on the roof it is the owner’s responsibility to pay for any required utility protection, shutdown, and standby power to allow for ARI to safely execute the project.
2. Recover scope of work contingent upon acceptable moisture survey/bonded uplift test results per local building code requirements.

GUARANTEE

Twenty (20) year No Dollar Limit (NDL) guarantee on materials and labor by Johns Manville.

CONTRACTOR'S WARRANTY

One (1) year guarantee on materials and labor by Advanced Roofing, Inc.

Please note, the quoted price of any selected alternate shall be deemed added to the contract price. If an alternate requires a Preventative Maintenance Agreement with Advanced Roofing, the cost of the Preventative Maintenance Agreement shall also be deemed added to the contract price.

QUOTATION

ROOF REPLACEMENT - FOR THE SUM OF FIFTY-FOUR THOUSAND FIVE HUNDRED DOLLARS	$54,500.00

GRAND TOTAL

QUOTATION

FOR THE SUM OF FIFTY-FOUR THOUSAND FIVE HUNDRED DOLLARS	$54,500.00

UNIT PRICES

Missing or Deteriorated Wood Nailer Replacement	$5.00 per LF

EXPERIENCE MATTERS.

ADVANCED ROOFING INC

ESTABLISHED 1983

Florida's Premiere Commercial Roofing Contractor

Committed to Quality

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate.

Authorized Signature: Faith Williams

Printed Name: Faith Williams

NOTE: Owner is responsible for asbestos testing and related cost to remove.

State License: CCC 024413

Thank you for the opportunity to bid this work. Should you have any questions or require additional information, please do not hesitate to contact Faith Williams at (561) 506-2456 or via email at FaithW@advancedroofing.com.

City of Port Orange
Public Utilities Department

TO: Wayne Clark, City Manager

FROM: Steve Parnell, Public Utilities Director
Chris Wall, Public Utilities Deputy Director

DATE: March 18, 2025

SUBJECT: **Advanced Roofing, Inc.** – Water Production Facility

REQUEST:
The Public Utilities Department requests the City Manager approve Task Authorization No. 8 to the Standard Contract for Services with Advanced Roofing, Inc. for an amount of $54,500.00.

PURPOSE:
The purpose of this request is to provide a replacement roof system over the Administration/Operations Building (Building #4) at the Water Production Facility.

CONSIDERATION:
Building #4 at the Water Production Facility located at 4400 Wellfield Road is in need of replacement. The roof is an old tar & gravel setup and has reached the end of life. This roof will be replaced by a Johns Manville 60 MIL Fleeceback TPO single ply roof system. The new roof comes with a twenty (20) year No Dollar Limit (NDL) materials and labor guarantee by Johns Manville and a one (1) year materials and labor warranty by Advanced Roofing.

Pricing is in accordance with the Standard Contract for Services CA7981 with Advanced Roofing. There is an additional cost of $5.00 per linear foot for any missing or deteriorated wood nailer replacement. This project was funded in the below account.

FUNDING:

Fund: 401-8001-536-56202 – Building Improvements – Roof

RECOMMENDATION:
The Public Utilities Department recommends the City Manager approve Task Authorization No. 8 to the Standard Contract for Services with Advanced Roofing, Inc. for an amount of $54,500.00.

ANTICIPATED SCHEDULE:

Placed on Civic Clerk (Contract Management) – March 18, 2025
Executed Task Authorization #8 – On or before May 8, 2025

ATTACHMENTS:

a.) Contract CA7981 and related documents
b.) Quote from vendor
c.) Certificate of Insurance
d.) Affidavit for Human Trafficking

/cjw

TASK AUTHORIZATION NO. __
Standard Contract for Services dated _____
Between the City of Port Orange, Florida and Advanced Roofing, 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 **ADVANCED ROOFING, INC.**, a Florida corporation with its principal place of business at 1950 North West 22nd Street, Fort Lauderdale, Florida 33311 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for 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. The Contract Administrator may be contacted as follows:

   Name: _____

   Address: _____

   Phone: _____

   Mobile: _____

   E-Mail: _____

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

4. Contractor shall substantially complete the services to be provided herein within _____ days of the date of a written Notice to Proceed issued and executed by the City to the Contractor, with final completion _____ days thereafter ("Term"). City and Contractor agree and recognize that time is of the essence for services provided in this Task Authorization, and that the City will suffer financial loss if the services are not completed within the Term of this Task Authorization. Contractor agrees and recognizes that any delay in services provided shall constitute a material breach. Accordingly, the City and Contractor agree that as liquidated damages for delay, Contractor shall pay the City $_____ for each day that services have not reached substantial completion, in accordance with the Term as set forth herein above. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to final completion.

5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "__" attached hereto and made a part hereof for all purposes, 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.

6. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit

"2," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less that the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. __.

7. 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 Contractor 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:

ADVANCED ROOFING, INC.

_____ By:_____

Printed Name:_____ Jason Carruth, 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:_____

Printed Name:_____

CITY OF PORT ORANGE

By:_____
Wayne Clark, City Manager

Date:_____

ATTEST:

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

Date:_____

[CA 7981]

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 7 day of March, **2023**, 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 **ADVANCED ROOFING, INC.** ("Contractor"), a Florida corporation whose principal address is 1950 North West 22nd Street, Fort Lauderdale, Florida 33311. The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to provide Roof Repair and Replacements, and as more specifically described in Request for Statement of Qualifications RFSQ 22-14 ("RFSQ 22-14"). This Contract together with RFSQ 22-14, and Contractor's submittal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Services and Requirements of RFSQ 22-14, attached hereto as Exhibit "1." A complete copy of RFSQ 22-14, and Contractor's submittal is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall commence on the date this Contract is signed by the Parties, and shall continue for a period of two (2) years (the "Term").

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

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

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the performance of services by the Contractor 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 Contractor. A sample Task Authorization is attached hereto as Exhibit "2." Task Authorization(s) in an amount of $100,000.00 or more, shall require a Payment and Performance Bond. At the discretion of the City, Task Authorization(s) may require a Payment and Performance Bond for work under $100,000.00, said Payment and Performance Bond shall be included as an Exhibit to the Task Authorization (s). The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in periodic written quotes and purchase orders issued hereunder, subject 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.

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

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

4. *Contract Administration*. The Purchasing Manager, Jill Poolman ("Contract Manager"), shall perform contract administration of this Contract. The Department Head requesting the Task Authorization under this Contract, shall perform Contract Administration for their respective Task Authorization for services. For notice provisions, see the paragraph entitled "Notice."

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

6. *Termination for Convenience of the City*

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

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

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

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

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

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

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

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

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

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

7. *Termination for Convenience for Subcontractors*. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

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

9. *Examination of Records*

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

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

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

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

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

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

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

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

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

11. *Termination for Non-Appropriation of Funds*

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

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

12. *Insurance*. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Exhibit Form. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating

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

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

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

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

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

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

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits:	Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits:	Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
	Additional Insurance Requirements			
☒	Property Insurance Builders Risk. Additional Coverage:	Limits:	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	Limits:	Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits:	Coverage - $ To be determined.	
☐	Contractor Pollution Liability	Limits:	Coverage - $1,000,000	
☐	Errors and Omissions	Limits:	Coverage - $1,000,000	
☐	Umbrella Policy	Limits:	Coverage – $ To be determined.	
☒	Payment and Performance Bond Required	Limits:	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.**			

13. *A Contract for the purchase* of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

15. *Modifications or Changes to this Contract*

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

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

16. *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.

17. *Warranties*. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

18. *Additional Warranties*. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

19. *Additional Bond Security*. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City may be required, and if so, shall be recorded with the Clerk of Volusia County at Contractors expense.

20. *Inspection*

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the

delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. *Liability for Loss or Damage*.

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

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

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

(a) Contractor 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 Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor 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. Contractor 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.

23. *E-Verify*. Contractor 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 Contractor during the term of this Contract and shall expressly require any sub-contractors 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 sub-contractor during the term of this Contract.

24. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

25. *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.

26. *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.**

27. *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.

27. *Compliance with Other Federal Standards.*

(a) Compliance with Federal Laws, Regulations and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the agreement. The Contractor will comply with all applicable federal laws, regulations, and Executive Orders, including FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with FEMA.

(b) Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this agreement.

(c) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D). All contractors entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(d) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(e) Utilization of Minority and Women Firms (M/WBE): The Contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the Contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the Contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the Contractor has established delivery schedules, where permitted, to encourage such businesses to respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in

many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.

(f) Equal Employment Opportunity:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vi) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(vii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless

exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

(g) Davis-Bacon Act: If applicable to this contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This contract was conditioned upon the acceptance of the Department of Labor Wage Determination.

(h) Copeland Anti Kick Back Act:

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, if applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(i) Contract Work Hours and Safety Standards Act:

(i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (i) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.

(iv) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this section.

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

(k) Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. The Contractor shall certify compliance.

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor agrees to comply with this provision. Contractor shall file the required certification.

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

(n) Procurement of Recovered Materials: Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) meeting contract performance requirements; or

(iii) at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(o) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(p) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

(q) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

(r) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(s) DHS Seal, LOGO, and Flags: The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

(t) No Obligation by Federal Government

The Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

(u) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(A) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(B.) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as

a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and

any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

28. *Build America, Buy America*. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

29. *Domestic Preference for Procurements.* As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

30. *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.

31. *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: Department Head associated with applicable Task Authorization
1000 City Center Circle
Port Orange, Florida 32129
Telephone: As provided on applicable Task Authorization

Contractor: Advanced Roofing, Inc.
Attention: Jason Carruth, Vice President
1950 North West 22nd Street
Fort Lauderdale, Florida 33311
(407) 322-1555 - Telephone
jasonc@advancedroofing.com - E-Mail

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.

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 Contractor 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:

Dawn Emery

Printed Name: Dawn Emery

Kathyrn Kellum

Printed Name: Kathyrn Kellum

ADVANCED ROOFING, INC.

By: VP

Jason Carruth, 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: 2/24/2023

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: March 7, 2023

ATTEST:

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

Date: March 7, 2023

EXHIBIT "1"

RFSQ 22-14 Section 3: Scope of Services and Requirements

Consisting of 4 Pages

DEBARMENT HISTORY

The City will consider a Respondent's debarment history information in its review and determination of responsibility. All Respondents are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Respondent, any parent or subsidiary of the Respondent, or any predecessor organization. If the Respondent is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to this solicitation) and each of the entities forming the joint venture. Although the review of a Respondent's debarment history is an issue of responsibility, the failure to provide debarment history as required in Section 7 may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF STATEMENTS

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

STATEMENTS MAY BE REJECTED AND/OR RESPONDENT(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

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

OWNERSHIP OF DOCUMENTS

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

AMERICANS WITH DISABILITIES ACT (ADA)

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

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

The purpose of this RFSQ is to pre-qualify experienced, licensed roofing contractors and to establish master agreements for Roofing Repair and Replacement Services for roofs throughout the City of Port Orange. Services will include preventative maintenance, roof repairs of various types and major tear off and replacements on an as-needed basis. The types of roofs the City currently has are: shingle, modified bitumen, TPO (thermoplastic polyolefin), kee rubber, metal standing seam, metal with batten, clay tile, concrete tile and metal "v" crimp. Performance shall include all labor, supervision, equipment, machinery, tools, materials, transportation, and other incidentals required. All repair work and materials shall be in accordance with Standard Building Code, manufacturer's specifications and accepted roofing practices and shall include all applicable warranties.

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 Roofing Contractor. 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.

When services are needed, a Request for Quote will be distributed to the awarded roofing contractors that will include but may not be limited to the following: the location of the roof, a brief description of the work to be done, date/time of a pre-quote conference/site visit (if required), required completion date of the work and the due date and time for the quote to be returned to the requester. Quotes will be opened and reviewed by the Project Manager for compliance to scope of work and calculations of materials and labor. Quotes received after the date and time

specified will not be considered. Quotes will be returned as a 'lump sum'. The lowest responsive and responsible quote returned may be required to submit a breakdown of their lump sum quote to include all items that make up the lump sum quote such as labor, materials, any necessary rental equipment and sub-contractor labor.

The City has the right to have a manufacturer's representative perform inspections at any time during the roof repair and/or replacement. The contractor must have proof of their manufacturer's certification to provide to the inspector upon request.

CONTRACTOR RESPONSIBILITIES:

1. The awarded contractor/s will be required to provide 24/7 emergency services for normal conditions and post hurricane/natural disaster conditions, which may include temporary securing of facility roofs, and communicating with City personnel as to a schedule for permanent repairs and costs. The awarded contractor/s shall be required to respond within twenty-four (24) hours of the initial request/call. The awarded contractor/s shall be required to respond to post hurricane/natural disaster service calls immediately and advise City personnel of availability of roofing crews.

2. When a pre-quote conference is mandatory, it will be noted as such on the Request for Quote. When a conference is mandatory, awarded contractors must attend in order to be eligible to quote. Failure to attend three (3) required pre-quote conferences per year may be cause for termination of your agreement with the City. Contractors must sign the attendance sign-in sheet, which shall be considered proof of attendance.

3. It is the contractor's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Contractors are advised to make a thorough inspection.

4. At times, the Project Manager may require the contractor to attend a pre-inspection prior to commencement of work on a project. All work must be established in advance and with prior approval. All schedules and the necessary arrangements to implement the work must be made with the review and approval of the City Project Manager.

5. Prior to the commencement of any work on a project, if there are any changes to the original scope of work, and/or questions from contractors to be addressed, an addendum to the project will be distributed to all quoting contractors.

6. The contractor acknowledges that all work will only be performed after receipt of an authorized Purchase Order or Task Authorization is issued.

7. If, during the course of performing work on a project, the contractor encounters conditions which impact the work and which could not have initially been evaluated, the contractor shall not proceed without written authorization from the City Project Manager or designee in the form of a Change Order.

8. If the contractor shall be delayed in the completion of work for any reason of unforeseeable causes beyond control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other contractor, the period specified for the completion of services shall be extended by such time as shall be approved by the City Project Manager or designee in the form of a Change Order.

9. The contractor shall, in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City within 48 hours after receipt of notification of such faulty labor or workmanship. If the contractor fails within 48 hours to correct defects, the City shall be entitled to have such work remedied and the contractor shall be fully liable for all costs and expenses reasonably incurred by the City. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the City. A letter shall be provided by the contractor acknowledging said warranty.

10. Upon completion of services, the City reserves the right to request the contractor's assigned supervisor to review and provide written acknowledgement/documentation that work performed by their technician has been satisfactorily completed. Supervisor's review to be at no additional cost to the City and considered part of the contract obligations.

11. If the contractor neglects, fails, or refuses to complete the work within the time specified, as properly noted by the City, the contractor does hereby agree, as part consideration of awarding of the contract, to pay to the City the sum of up to $500.00 for each and every calendar day that the contractor shall delay after the completion date stipulated on the Request for Quote and/or the Purchase Order, not as a penalty, but as liquidated damages for breach of Contract, as set forth herein.

12. All rates quoted shall include travel, labor, permits, any and all equipment and tools required. All disposal charges should be included in the contractor's overhead.

13. Awarded contractor must submit a proposed schedule of work to be performed on each awarded project. The Project Manager or his/her designee shall have approval over the proposed schedule. Contractor may not change the schedule without the prior written authorization of the Project Manager or his/her designee. The City reserves the right to change the schedule, with adequate notification, to achieve the best benefit of the work.

14. All repair work to be performed in accordance with the manufacturer's recommendations and applicable codes. There will be no emergency or overtime rates approved for these services. Contractor will be accountable/responsible for their own assessment/measurements of the installation. There will be no adjustments in cost, for increase or decrease of the services requested. Failure to do so will be at the contractor's risk.

15. Contractor shall exercise the same degree of care, skill and diligence in the performance of the work as is ordinarily provided by a contractor under similar circumstances and contractor shall, at no additional cost to the City, correct any deficiency which fails to satisfy the foregoing standard of care.

GENERAL INFORMATION:

Asbestos Statement:
All materials supplied to the City of Port Orange must be 100% asbestos-free. Responders, by virtue of submitting a Statement of Qualifications, certify that if awarded a contract, will supply only materials or equipment that are 100% asbestos-free.

Inspection and Directions:
No inspector shall have the power to waive the obligations resting upon the Contractor to furnish the best material available for the project at the best available prices and to perform the work as outlined herein and on each Request for Quote. Any failure or omission on the part of any inspector or engineer to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove and properly replace or rebuild the same at any time upon discovery of the defect and upon notice from the City or City's engineer to do so.

Public Safety and Convenience:
In the Contractor's use of streets and parking lots for the work to be done under these specifications, he/she shall conform to all Municipal, County, State and Federal laws and regulations as applicable. The Contractor shall at all times conduct his/her work as to ensure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of work, and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property, in a manner satisfactory to the Project Manager or appointed designee. There shall be no obstruction of the travel lanes between the hours of 7:00-9:00 a.m. and 4:00-6:00 p.m. without prior approval from the Project Manager or designee.

Federal Emergency Management Agency (FEMA) Required Contract Terms:
The Contractor provides services that the City may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that in such an event, the City may apply to the State of Florida or the Federal government for funds which will be used to pay Contractor or reimburse the City for payments made to the Contractor. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The following are guidelines for FEMA that the Contractor must adhere to:

iii. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuance to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
ii. The Contractor agrees to report each violation to the City of Port Orange authorized representatives and understands and agrees that the City of Port Orange will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Procurement of Recovered Materials:

In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;
ii. Meeting contract performance requirements; or
iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

Sub-contractors:

The City of Port Orange reserves the right to approve all sub-contractors for this contract. If sub-contractors are to be used, their names and references must be included within this initial statement. Responsibility for the performance of the contract remains with the main Contractor exclusively. Sub-contractors may be added to this contract during the contract period only with PRIOR WRITTEN PERMISSION from the City of Port Orange. **Sub-contracting the actual installation of roofing materials is NOT permitted.**

Qualifications:

The successful contractors will be registered and licensed commercial roofers in the State of Florida, have qualified roofers and superintendents, administrative support or other personnel as required to perform the duties necessary to complete the various services outlined in this RFSQ. Contractors must provide manufacturers' certifications for all types of roofs they intend to work on for the City (this includes repairs and new installations). A listing of roof types is provided in Section 1 of this RFSQ. Manufacturers' certifications must be included in Tab C as outlined in Section 7.

Compensation:

After a final ranking of all statements of qualifications has been decided, the City will begin negotiations with the top ranked firm/s for a master contract and pricing.

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

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 contractor'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 an executed amendment of contract and/or issuance and approval 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.

EXHIBIT "2"

Task Authorization

Consisting of 4 Pages

TASK AUTHORIZATION NO. __
Standard Contract for Services dated _____
Between the City of Port Orange, Florida and Advanced Roofing, 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 **ADVANCED ROOFING, INC.**, a Florida corporation with its principal place of business at 1950 North West 22nd Street, Fort Lauderdale, Florida 33311 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for 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. The Contract Administrator may be contacted as follows:

   Name: _____
   Address: _____
   Phone: _____
   Mobile: _____
   E-Mail: _____

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

4. Contractor shall substantially complete the services to be provided herein within _____ days of the date of a written Notice to Proceed issued and executed by the City to the Contractor, with final completion _____ days thereafter ("Term"). City and Contractor agree and recognize that time is of the essence for services provided in this Task Authorization, and that the City will suffer financial loss if the services are not completed within the Term of this Task Authorization. Contractor agrees and recognizes that any delay in services provided shall constitute a material breach. Accordingly, the City and Contractor agree that as liquidated damages for delay, Contractor shall pay the City $_____ for each day that services have not reached substantial completion, in accordance with the Term as set forth herein above. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to final completion.

5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "__" attached hereto and made a part hereof for all purposes, 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.

6. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit

"2," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less that the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. __.

7. 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 Contractor 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:

ADVANCED ROOFING, INC.

_____

Printed Name:_____

By:_____

Jason Carruth, 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.

_____

Printed Name:_____

Date:_____

CITY OF PORT ORANGE

By:_____
Wayne Clark, City Manager

Date:_____

ATTEST:

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

Date:_____

[CA 7981]

EXHIBIT "3"

Payment and Performance Bond

Consisting of 3 Pages

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor:	Advanced Roofing, Inc.
Principal Business Address:	1950 North West 22nd Street Fort Lauderdale, Florida 33311
Contact Person:	Jason Carruth, Vice President
Phone Number:	(407) 322-1555

SURETY: _____

Address: _____

_____

Contact Person: _____

Phone Number: _____

OWNER: City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144

Contact Person: City Manager

Phone Number: (386) 506-5501

Amount: $_____ **City Case/Project No. RFSQ 22-14 Roof Repair and Replacements**

Description of Work: RFSQ 22-14 Roof Repairs and Replacements

Project Location: Various locations within the City of Port Orange, Volusia County, Florida
Shall be determined at time of Task Authorization

Legal Description: Shall be determined at time of Task Authorization

Front Page

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

[MTR/sal 2015-02-10]
[CA7981]

Advanced Roofing, Inc.

RFSQ 22-14 Roof Repair and Replacements

Bond No._____

COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **ADVANCED ROOFING, INCC.** as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **AND** ___ __/**100 DOLLARS** (**$**_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services having an effective date of _____, entered into by and between the Principal and the City, for Roof Repairs and Replacements, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

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

IN WITNESS WHEREOF, this performance and payment bond shall be deemed an original, this _____, day of _____, 202__.

Attest:

ADVANCED ROOFING, INC.
(Name of Principal)

_____
(As to Corporate Principal) Secretary

By:_____
Jason Carruth, Vice President

_____
(Witness to Principal)

(Corporate Seal)

_____
(Surety)

_____
(Witness to Surety)

By:_____
Name:_____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: ***Date of BOND must not be prior to date of Contract.*** *If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.*

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

EXPERIENCE MATTERS.

ADVANCED ROOFING inc

ESTABLISHED 1983

Florida's Premiere Commercial Roofing Contractor

Committed to Quality

To:
David Morris
City of Port Orange
1000 City Center Circle Port Orange, FL 32129

Job Name:
Port Orange - Water Treatment Facility - 405158

Address:
Port Orange - Water Treatment Facility/4400 Wellfield Drive, Port Orange, FL 32129

Date:
March 12, 2025

Reference:
Roof Replacement / Pricing in accordance with Contract no. CA 7981

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, material, tools, equipment and proper insurance with excess liability of twelve (12) million dollars.

PERMITTING AND TESTING

Permitting and testing that is required to secure a roofing permit is included in our bid proposal. The following test will be completed in order to pull your permit:

1. Engineered signed and sealed design wind pressure calculation.
2. Florida Product Approval (FPA) or Miami Dade County Notice of Acceptance (NOA) for the proposed system as required.
3. Roof plan with elevations of deck and parapet walls.
4. Provide roof attachment and engineered fastening pattern in accordance with ASCE 7-16 and Florida Building Code 2020 7th Edition Roof Application Standard RAS 127.
5. Notice of Commencement filing with the county and fees before the start of the project.

PREPARATORY WORK

1. Cut and remove all existing roofing down to the lightweight concrete deck. Remove only as much roofing in one working day period that can be replaced. Water cut off to be installed at the end of each working day to assure a watertight condition.
2. Broom clean the entire roof. Remove all dust and dirt, then thoroughly clean with a power air blower.

RIGID ROOF INSULATION

1. Furnish and install 2 inch rigid roof insulation with an aged R-Value of 19. Each board to be adhered with polyurethane foam adhesive per manufacturer's recommendations.

OVERLAY HARD BOARD INSULATION

1. Furnish and install 0.5 inch DensDeck roof deck insulation to entire deck. All boards to be adhered with polyurethane foam adhesive per manufacturer's recommendations.

SINGLE PLY ROOFING SYSTEM

1. Furnish and install new Johns Manville 60 MIL Fleeceback TPO single ply roof system. New roof system to be Fully Adhered in accordance with manufacturer specifications and local building code requirements.
2. All detail work including vent pipes, roof vents, and other miscellaneous roof projections to be done in accordance with Johns Manville standard details.
3. Advanced Roofing, Inc. is an approved applicator of Single Ply Systems for Johns Manville.

MISCELLANEOUS INSTALLATIONS

1. Shop fabricate and install new .040 aluminum metal drip edge.Set same in mastic and flash per manufacturer's recommendations.
2. Furnish and install new pre-manufactured Pipe Boot flashing at pipe and stand leg penetrations. Flashing to be heat welded to membrane, and caulked and clamped at top side.
3. Furnish and install new unsupported single ply membrane field-manufactured flashing at abnormal shaped penetrations. Flashing to be heat welded to membrane and caulked and clamped at top side.
4. Furnish and install New Oversized Fascia Metal around perimeter of building per Industrial Standards.
5. City or county roofing permit, crane and sales tax are included.
6. Digitized roof drawing and photographs depicting work areas and details for this work scope are attached.

SUPERVISION

1. Our work is done in a workmanlike manner by trained mechanics using the latest technical equipment for the job. Principals supervise all jobs and, upon completion, inspect and evaluate the premises and workmanship. As always, ADVANCED ROOFING, INC. is "Committed to Quality."

CLARIFICATION & EXCLUSIONS

1. All costs associated with utility line interface with roofing activities are excluded from this proposal. If utilities exist on the roof it is the owner's responsibility to pay for any required utility protection, shutdown, and standby power to allow for ARI to safely execute the project.
2. Recover scope of work contingent upon acceptable moisture survey/bonded uplift test results per local building code requirements.

GUARANTEE

Twenty (20) year No Dollar Limit (NDL) guarantee on materials and labor by Johns Manville.

CONTRACTOR'S WARRANTY

One (1) year guarantee on materials and labor by Advanced Roofing, Inc.

Please note, the quoted price of any selected alternate shall be deemed added to the contract price. If an alternate requires a Preventative Maintenance Agreement with Advanced Roofing, the cost of the Preventative Maintenance Agreement shall also be deemed added to the contract price.

QUOTATION

ROOF REPLACEMENT - FOR THE SUM OF FIFTY-FOUR THOUSAND FIVE HUNDRED DOLLARS $54,500.00

GRAND TOTAL

QUOTATION

FOR THE SUM OF FIFTY-FOUR THOUSAND FIVE HUNDRED DOLLARS $54,500.00

UNIT PRICES

Missing or Deteriorated Wood Nailer Replacement $5.00 per LF

PREVENTIVE MAINTENANCE AGREEMENT

☐ **SINGLE PLY ROOF SYSTEM - PREVENTIVE / PROACTIVE MAINTENANCE PROGRAM**

The following Preventive Maintenance Program/Contract will meet the guidelines of your **Manufacturers requirements** and procedures. All repairs will be performed according to industry standards. The following roofs named on this contract will have these maintenance items maintained once (annually) in a twelve (12) month period:

Inspection Process:

1. Visually inspect the roof system for any deficiencies such as soft or raised areas in the field of roof attributed to possible defects within the substrates or structural assembly.
2. Visually inspect all field and perimeter areas such as roof edge metals, parapet walls, coping metals, counterflashing metals, and any related flashings.
3. Visually inspect all rooftop penetrations and curbs such as plumbing vents, electrical weather heads, goosenecks vents, skylights, HVAC and ventilation curbs, etc.
4. Visually inspect all drainage components such as gutters & downspouts, internal roof drains and through wall scuppers for any missing/damaged components, sagging, rust, leaking joints & outlets, proper attachment to their respective substrates, and any related flashings.

Preventative / Proactive Maintenance Included:

1. Fill and crown all penetration pockets with a pourable sealer.
2. Apply a polyurethane sealant to all storm collars and the stainless steel compression clamps located at pipe leads and heat vents.
3. Seal minor voids in base flashing seams at parapet walls and curb flashings. Repair methods will vary depending on the applicable flashing system currently installed.
4. Remove and dispose of properly, any minor debris located around the roof, in the gutter system, around internal roof drains, and at through wall scuppers. Note: Removal of abandoned equipment, property or materials or other unusual objects is the Building Owner's responsibility.
5. Tighten drain bolts as necessary for proper compression of the clamping rings.
6. Secure or replace as necessary any loose or missing fasteners on coping cap metals and counter flashings.
7. Apply a polyurethane sealant to the following sheet metal items as necessary: coping cap metal, surface mounted counterflashing, termination bars, gutter joints, exterior scupper cover plates and conductor heads if accessibility permits such an application.

Documentation Provided:

Provide owner with a written inspection report to include:

1. Overall condition with recommendations
2. Before and after photos of any preventative maintenance performed while on site
3. Photo documentation of any repairs needed beyond the scope of preventative maintenance set forth in this agreement
4. A proposal for your consideration for any repairs that are considered beyond the scope of preventative maintenance repairs

Proper maintenance of the roof will help extend its service life and prevent leaks. However, this maintenance contract is not a contract of insurance or guarantee against leaks or other roofing issues and unless separately agreed to in writing between the parties, is limited to the scope of services described above. **This preventative maintenance agreement does not cover maintenance or repairs to any portion of the building other than the portions of the roofing system described in this proposal and, without limitation, specifically excludes maintenance or repairs to masonry components and/or their cladding, windows, structural cracks, stucco and stucco cracks, steel structures and other roof top equipment located on the roofing system, drain assemblies at and below the deck level, and physical damage by others.** Repair of leaks or damage to the roofing system caused in whole or in part by Owner's failure to maintain other components of the building are not covered under this agreement.

The term of this contract is three (3) years. (hereinafter "Contract Term"). The Contract Term shall automatically renew unless cancelled by ARI or Customer in writing within ninety (90) days of the expiration of this contract. The Cost per year for any new Contract Term may be increased by not more than the greater of 5% or the average CPI for the most recent calendar year.

Cost per year: $750.00 (Seven Hundred Fifty Dollars)

Total cost for three (3) year contract: $2,250.00 (Two Thousand Two Hundred Fifty Dollars)

Note: Upon acceptance of this proposal, no payment is required. A separate invoice will follow upon completion of the first service.

****The date contract is signed will serve as the first (1st) day of agreement between Advanced Roofing. Inc. and customer.****

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

We have financing partners that can provide financing for any size job. Please let us know if you are interested and we can provide the information upon request.

Extended guarantees are available with a maintenance program.

Our work is done in a workmanlike manner by trained, qualified mechanics using the latest technical equipment for the job. During the course of the job the progress, workmanship and housekeeping is documented and reviewed by management for quality control. As always, ADVANCED ROOFING, INC. is "Committed to Quality".

Customer/Owner acknowledges that during the course of the roof removal process it is possible for debris, including but not limited to, insulation or roofing fabric, to fall inside the structure. ARI will use its best efforts to minimize such an occurrence. However, the parties stipulate and agree ARI shall not be liable for any claim, loss, or damage associated with debris falling inside the structure during the roof removal process regardless of the cause. Customer/Owner shall keep all persons or property free and clear from under the work area in order to minimize any potential claim, loss, or damage.

Safety and protection of the property is our concern and we take precautions to protect people and property from damage or injury during the course of the job. All work areas will be cleaned daily and equipment will be removed immediately upon completion of work.

ATTENTION PROPERTY OWNERS - DON'T JEOPARDIZE YOUR INSURANCE

We are fully and properly insured, in addition with our base coverage of 1 million, 2 million aggregate, we also carry an additional $10,000,000 in excess coverage. Proof of insurance will be sent upon request. It is in the best interest of the owner to make sure a contractor carries the amount of insurance as stated above and ask for proof.

Subsequent to the execution of this Agreement, if there are any unavoidable casualties, material shortages, manufacturer or supplier mandated upcharges on materials, or any other events beyond Contractor's control that cause an increase in the price of materials used in the performance of the Work, then the Contract Sum shall be equitably adjusted to account for those unforeseen costs.

Thank you for the opportunity to bid on this work. Should you have any questions or require any additional information, please do not hesitate to call.

EXPERIENCE MATTERS.

ADVANCED ROOFING INC

ESTABLISHED 1983

Florida's Premiere Commercial Roofing Contractor

Committed to Quality

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Authorized Signature: *Faith Williams*

Printed Name: Faith Williams

NOTE: This proposal may be withdrawn by us if not accepted within 14 days.

Owner is responsible for asbestos testing and related cost to remove.

Acceptance of Proposal

☐ By checking this box, I have read and agree to the Terms and Conditions(see attached).

The undersigned as (check one) ☐ Owner ☐ Authorized agent of Owner hereby accepts and agrees to the prices, specifications and conditions indicated above and on the reverse side of this contract.

Accepted: _____ Signature: _____ Date: _____

*Terms & Conditions on last page(s) apply.

State License: CCC 024413

Thank you for the opportunity to bid this work. Should you have any questions or require additional information, please do not hesitate to contact Faith Williams at (561) 506-2456 or via email at FaithW@advancedroofing.com.

Contract Terms & Conditions

The following provisions form part of the contract between the parties hereto. Advanced Roofing, Inc. will be referred to as "Advanced":

GUARANTEE: Unless otherwise provided in the body of this contract, re-roofing jobs are guaranteed against leaks for a period of two (2) years from Advanced's completion of its work. The guarantee covers any defect in workmanship or in materials supplied by Advanced which causes a leak to the premises. The guarantee does not cover actions beyond the control of Advanced, including but not limited to windstorms, hurricanes, tornados, lightning, plant or animal life, such as termites, damage caused by Owner or other parties, or work done by parties not under the control of Advanced. Mechanical and electrical modifications are not part of Advanced's responsibility unless included in the scope of work otherwise described herein. Advanced's total liability under this guarantee shall not exceed the lesser of (a) the cost to return the roof to a watertight condition or (b) the contract amount paid to Advanced pursuant to the terms of this contract. In no event shall Advanced's liability under this contract extend to consequential damages. Advanced is authorized to photograph the property in order to determine the scope of services, marketing, or other purposes associated with the project.

PERMITS: Unless otherwise expressly stated in the body of this contract, Owner acknowledges and agrees that this proposal is based on the assumption that the work stated herein is exempt from permit requirements and, as such, permit costs are excluded from this proposal. In the event a permit is required or becomes necessary, Owner agrees to reimburse Advanced for the actual cost of the permit, plus any incidental fees including but not limited to the recording of a notice of commencement and re-inspection fees. Owner shall cooperate with Advanced in the execution of any documentation required for the issuance of a permit. Owner hereby waives and releases Advanced from and against all claims arising from or relating to the failure to obtain a permit for the work covered by this Agreement.

CLAIMS: All claims for nonfulfillment of the contract shall be made within 30 days from completion of the work. Advanced reserves the right to correct any condition for which it is responsible including damage to other property. In the event others repair or attempt to repair any problem with the work done by Advanced, unless authorized by Advanced in writing, all guarantees and warranties associated with this project shall be void and of no other further force and effect. Advanced shall not be liable for any cost of work or repairs to its work done by others unless previously authorized by Advanced in writing.

PAYMENT: Owner has represented to Advanced that it has the funds available to make payment and has further agreed to supply financial records satisfactory to Advanced, prior to commencement of construction. Owner agrees that, if requested to do so by Advanced, Owner shall complete a credit application authorizing Advanced to investigate the credit worthiness, credit history and/or financial responsibility of Owner. If Advanced in its sole discretion is not satisfied with Owner's current or future ability to pay, or Owner fails to complete a credit application, Advanced may terminate this contract without penalty. Unless otherwise provided in the body of this contract, all payments are due NET 30 days from the date of the invoice. Final payment is due on the completion of the job and is a condition precedent to any warranty or guarantee obligation of Advanced. Any release, lien waiver or warranty issued pursuant to this project is delivered in escrow subject to payment and may be cancelled for nonpayment. Advanced's right to payment is not contingent upon the acceptance of work done by others and over which Advanced has no control. Interest shall accrue at eighteen percent per annum on all amounts not paid within 30 days of the date payment was due. All payments made via credit card or debit card are subject to a three percent (3%) processing fee.

UNFORESEEN CONDITIONS: This proposal is limited to the scope of work described and does not include structural issues which may be discovered during the course of the work. In the event that unforeseen conditions arise that were not apparent upon visual inspection, such additional work shall be performed on a time and material basis over the price stated in this contract. Examples of conditions which will be considered an unforeseen condition giving rise to an increase in the cost of the job would be the discovery of additional roofs during tear-off; or that the original roof was solidly mopped to the deck; deck replacement; deck securement/fastening; deck minimum gauge or deck conditions requiring repair beyond proposal allowance, or any other condition that Advanced should not reasonably have anticipated from visual inspection and included in the price provided for in the contract. It is recommended that a structural engineer inspect the roof deck.

OWNER RESPONSIBILITIES: Unless otherwise provided for in the body of this contract, Owner is responsible for any of the following conditions: Asbestos testing and removal expenses, if any; wind uplift and moisture testing if required; engineering and attachment or enhancement of the existing/proposed roof deck system and any structural component of the building; the condition of the existing/proposed deck slope, structural integrity of the deck, method of attachment of the deck, buried conduits, and equipment below the deck or any other structural deficiencies which may contribute to preventing positive drainage on the roof surface; Waterproofing of the building envelope, including windows, doors, or other areas outside the scope of work performed by Advanced. Owner may be responsible for moving or otherwise protecting signs, lighting antennas, satellite dishes or other property or equipment which interferes with the reroofing of the property and agrees not to hold Advanced liable for damage to same unless Advanced accepted the responsibility therefore. Customer/Owner acknowledges that during the course of the roof removal process it is possible for small amounts of debris, including but not limited to, insulation or roofing fabric, to fall inside the structure. Advanced will use its best efforts to minimize such an occurrence. However, the parties stipulate and agree Advanced shall not be liable for any claim, loss, or damage associated with debris falling inside the structure during the roof removal process.

PRE-CONSTRUTION INSPECTION/LEAKS: Roofs ready for replacement are generally leaky and holding water which may, through no fault of Advanced, leak into the building during the course of the re-roofing process. Advanced shall use best roofing practices to minimize the risk of leaks but owner agrees not to hold it liable for leaks not directly caused as a result of negligent practices. Additionally, interior damage generally pre-exists commencement of the re-roofing project. Owner agrees to provide access to all interior areas and top floor units in order for the parties to document pre-existing damage. The risk is upon Owner, who agrees to indemnify and hold Advanced harmless, against any claim by Owner or any other party seeking to hold Advanced liable for damages where Advanced was not provided access during its pre-construction inspections to the areas in question. Owner also shall have the responsibility to notify its residents of the steps that must be taken to protect their property, which will be contained in the Start-Up letter provided by Advanced. Owner shall also provide the staging area and cooperate to inform and assist in preventing residents or others from entering that area or any area under construction.

PRICES QUOTED ARE FOR GALVANIZED flashing, eves drip and gravel stop unless otherwise specified.

UPLIFT STANDARDS: All roofing systems will be installed in accordance with both the manufacturer's specifications and building code. Advanced does offer uplift guarantees but unless otherwise specified in this proposal post installation pressures are not guaranteed.

EXISTING PROPERTY OR EQUIPMENT: Unless otherwise specified in this contract, Advanced shall not be liable for damage to property or equipment, including signs, lighting fixtures, antennas, satellite dishes or other equipment at the property which is reasonably at risk from the work performed by Advanced. Any expenses incurred by Advanced to protect said property shall be paid for by Owner.

RISK OF DAMAGE: Owner's acknowledges the work may cause vibration and/or deflections in slabs or walls which could cause damage to the building or its contents, including, but not limited to, stained, cracked or damaged ceilings or ceiling components, cracked or damaged plaster, insulation, acoustical tile or personal property or fixtures within or about the building(s), cracks in driveways, curbs and sidewalks, or damage to soffits. Additionally, Owner acknowledges the work may cause the emission of odors, gases, or fumes, and Advanced shall not be responsible for damage or injury for respiratory problems which may result from the work. Owner shall advise its tenants, unit owners, agents and employees of the risks described in this paragraph prior to commencement of the work. Similarly, prior to commencement of the work, Owner is responsible for securing any of its property that may be affected by the work and, in situations where third parties occupy interior units, Owner shall advise those third parties of their need to do so as well. Advanced shall not be responsible for damage to parked vehicles or property located in or about the staging area assigned for its use. **ADVANCED EXPRESSLY DISCLAIMS AND EXCLUDES ALL LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO THE EVENTS DESCRIBED IN THIS PARAGRAPH (hereinafter "Disclaimed Damages"),** unless caused by the intentional acts or gross negligence of Advanced. Owner shall defend, indemnify, and hold harmless Advanced from and against any and all claims, demands, or actions arising from or relating to: (i) Owner's failure to fulfill its responsibilities under this paragraph; or (ii) any Disclaimed Damages, except those caused by the gross negligence, or the willful, wanton, or intentional misconduct of Advanced. The monetary limit of Owner's indemnification obligation under this paragraph shall be equal to the total price of this contract, which Owner agrees bears a reasonable commercial relationship to the contract.

DELAYS: Advanced shall not be liable in any respect for any delays caused by strikes, labor disputes, material shortages, court injunctions, actions by the Owner or by third parties, Acts of God, or other conditions outside of its control. In the event Advanced must demobilize and/or remobilize as a result of any action for which the Owner is responsible, due to weather, or due to any other events for which Advanced is not responsible, Owner shall pay Advanced $5,000 or Advanced's actual cost, whichever is greater, for each demobilization and remobilization, in addition to any associated costs, including the cost of crane tear down and setup. If it is necessary to perform additional work in order to protect the property from adverse weather, or to repair work damaged by adverse weather, Advanced will be entitled to a change order for reimbursement for same.

MATERIAL PRICE CHANGES: Due to extreme volatility in material prices, if, subsequent to the execution of this contract, there is an increase in the price of tar, asphalt, asphalt-related products, steel, metal, plywood, insulation, flashings, membranes, tiles, sealants, fasteners, or other materials necessary for the completion of the Work, the Contract Price shall be equitably adjusted to reflect the additional cost. Advanced will provide written documentation reflecting the increased charges. A fuel surcharge may be added if the price of fuel increases by more than 5% between the time the contract is signed and commencement.

BREACH: In the event Owner terminates or breaches this contract, or if a condition attributable to Owner or Owner's property arises that prevents Advanced from fulfilling the contract, Advanced shall be entitled to be paid that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses and profit which would have been realized had the work been completed. If the contract is canceled as a result of strike, labor dispute or conditions not the fault of or attributable to either party hereto, Advanced shall be entitled to recover from Owner that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses or other expenses incurred related to the project but not profit for work not performed.

DISPUTES: The prevailing party in any litigation, arbitration or mediation arising out of or relating to this contract shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party, at both the trial level and on appeal. Broward County, Florida, shall be the sole and exclusive venue for any litigation arising from or relating to this contract. Owner hereby expressly consents to the exclusive personal jurisdiction of the state and federal courts located in Broward County, Florida for any lawsuit filed arising from or related to this contract and waives any argument that any such court lacks jurisdiction or that venue in such forum is not convenient. In the event Owner commences any action arising under this contract in another jurisdiction or venue, Advanced shall, at its sole option, be entitled to have the case transferred to one of the jurisdictions and venues above stated, or if such transfer cannot be accomplished under applicable law, Owner consents to have such case dismissed without prejudice. **THE PARTIES TO THIS CONTRACT EXPRESSLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN AND FOR ALL CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO THIS CONTRACT.**

NO ORAL PROMISES: There are no promises, representations or understandings outside of this instrument which instrument represents the complete agreement between the parties. No modification of this contract shall be valid unless in writing, signed by the party against whom the change is asserted. Any notification required by this contract shall be made in writing.

LIMITATION OF LIABILITY: Advanced is not liable for any claim for injury or damages, whether based upon a contractual, statutory or tort theory, which result from: (a) natural disasters including but not limited to lightning, windstorm, hail, hurricane, tornado, wind gale force or greater; (b) misuse, neglect, or unauthorized alterations of the roofing system or as a result of or connected with materials supplied or installed by others; (c) exposure to damaging substances such as oil, solvents etc.; (d) failure of the substrate, surface or materials under the roof; (e) improper drainage; (f) lack of recommended maintenance; (g) damage resulting from water entry from any portion of the building structure which is not a part of the roofing system, or (h) any claim related in any way to damage or injuries from mold, spores, fungus, any organic pathogen or exposure to toxic or noxious substances fumes or vapors. Advanced shall have no obligation under this Contract until all bills for installation, service, and materials have been paid for in full. The Owner will, at its expense initiate an ongoing maintenance program to include keeping all pitch pans filled with mastic, maintaining caulk or sealant around all roof penetrations, cap metal, cover plates, gravel stops, counterflashings, termination bars, exterior scuppers, gutters, down spouts and leader heads, and keeping the roof free of vegetation, trash and debris and such other miscellaneous items necessary to maintain the serviceability of the roofing system. If this roofing system is covered under a manufacturer's Warranty, Advanced is not liable for the provisions thereof. The warranty and liability of Advanced shall only accrue to and be for the benefit of the original Owner named herein, and is NOT assignable or transferable without prior written approval and inspection by Advanced.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ADVANCED DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY REPRESENTED BY THIS WARRANTY.

Advanced's exclusive responsibility and liability under this contract and warranty is, in the case of a new roof, to make repairs that may be necessary to maintain the roofing system in a watertight condition for the length of Advanced's warranty period; and in the case of a repair, to repair any additional leaks which result from faulty repair work done by Advanced. Owner acknowledges that leaks may come from more than one possible source and that Advanced does not guarantee that its repair will stop leaks not associated with the area repaired by it. Advanced shall not be liable for its own negligence, or under theories of statutory or strict liability or any other theory of liability other than the exclusive liability set forth in this warranty which Owner agrees is its sole remedy notwithstanding the type or category of damages claimed. Owner expressly waives all claims for consequential damages, including without limitation, loss of use, lost profits, lost rents, or any other inconvenience or expense incurred by Owner. Any change to the provisions of this section must be in writing and signed by a corporate officer of Advanced.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES

CITY OF PORT ORANGE

Agreement

RENEWAL FORM

*******THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE*******

Verify your records by providing the following information:

Name of Company/Organization: Advanced Roofing, Inc. ("Contractor")

Name of Contact Person: Jason Carruth, Vice President

Mailing Address: 1950 North West 22nd St

E-Mail Contact Address: jasonc@advancedroofing.com

Phone: 407-322-1555 Fax: _____

- ☒ Standard Contract for Service CA No. CA7891
- ☐ Piggyback Agreement CA No. _____
- ☐ Purchase Order No. _____

Renewal 1 of 2

Renewal Term: From 3-7-25 To: 3-6-27

Contractor to Provide to City:

- ☐ Updated Bond
- ☒ Insurance Certificate/City as additional insured and Waiver of Subrogation for WC

To be completed by the Contractor:

YES ☑ Contractor desires to renew this Agreement for another term at the same price, requirements, specifications, and conditions as provided for above.

NO ☐ Contractor does not desire to renew this Agreement for another term.

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

Contractor's Authorized Representative: _____ **Date:** 1/30/2025

Signature

Please return to the City of Port Orange as follows:

Department: Parks & Recreation Telephone: 386-506-5852

Contact: Jennifer Cox Fax: _____

E-Mail jcox@port-orange.org

For City Use Only:

Department Completes the Following:

- ☐ Renewal Accepted by the Department
- ☐ Bond received by the Department ***OR*** ☐ Bond not applicable
- ☐ Insurance Certificate received by the Department ***OR*** ☐ Insurance waived by City Manager

City Manager: _____ **Date:** 2/25/2025

Original Signed Form Must Be Returned to the City Clerk

Form 13024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/17/2025

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
Acrisure Southeast Partners Insurance Services, LLC
Attn: SouthEast Platform, PO Box 1788
Grand Rapids MI 49501

License#: BR-1796553
ADVAROO-06

CONTACT NAME: Jalen Belle-Walker
PHONE (A/C, No, Ext): 800-845-8437 **FAX (A/C, No):**
E-MAIL ADDRESS: jbelle-walker@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Greenwich Insurance Company	22322
INSURER B : Starr Indemnity & Liability Company	38318
INSURER C : Bridgefield Employers Insurance Company	10701
INSURER D : Continental Casualty Company	20443
INSURER E : Columbia Casualty Company	31127
INSURER F : Indian Harbor Insurance Company	36940

INSURED
Advanced Roofing Inc
200 Northstar Court
Sanford FL 32771

COVERAGES **CERTIFICATE NUMBER:** 495167177 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Contractual Incl X Broad Form PD GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y		CGS740979406	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y		CAH740979506	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 2,000,000 $ $ $ $ 10,000
B	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			1000588143251	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	830-56020	1/1/2025	1/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D E F	Installation Floater Contractors Errors & Omissions Contractors Poll incl Mold			4016260407 C 6018114505 CEO744615206	1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026	Per Jobsite/Aggregate Ea Claim/Aggregate Ea Claim/Aggregate	$5.5M/$15,000,000 $5000000/$5000000 $2000000/$2000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: RFSQ #22-14 Roofing Repair and Replacement Services City of Port Orange is included as additional insured for General Liability and Auto Liability on a primary and noncontributory basis as required by written contract. Workers Compensation contain Waivers of Subrogation in favor of the Additional Insured. 30 day written notice of cancellation applies, except for nonpayment of premium, which is 10 days as required by contract.

CERTIFICATE HOLDER

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

CANCELLATION

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 5/6/2025

SUBJECT: (B6d) Approval of Change Order No. 1 to the EJCDC Agreement for ITB #24-04 with General Underground, Inc. relating to the Ridgewood Avenue and North Commonwealth Boulevard Water Main Replacement

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Change Order No. 1 to the EJCDC Agreement for ITB #24-04 with General Underground, Inc. and authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: Staff is requesting approval of Change Order No. 1 to the EJCDC Agreement with General Underground, Inc. for the Ridgewood Avenue and North Commonwealth Boulevard Water Main Replacement Project to add 90 days to the Substantial Completion date, adjusting the Substantial Completion date from August 22, 2025, to November 20, 2025.

The Contractor has requested a 90-day extension to the contract, citing prolonged material lead times. Specifically, delays in the delivery of small brass fittings needed for connecting existing customers to the new system have occurred multiple times. The inability to secure these fittings has hindered the Contractor's progress in integrating customers into the new water system. Except for the delay with the small brass fittings, all other aspects of the project are progressing as planned. Change Order No.1 entails no additional costs.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	General Underground, Inc. Change Order No. 1 to EJCDC Agreement Dated May 7, 2024	General Underground, Inc. Change Order No. 1 to EJCDC Agreement Dated May 7, 2024.pdf
2.	General Underground - RFI No 3 - Extension	General Underground - RFI No 3 - Extension.pdf
3.	Executed General Underground, LLC EJCDC Agreement ITB 24-04 US1 and Commonwealth Water Main Replacement	Executed General Underground, LLC EJCDC Agreement ITB 24-04 US1 and Commonwealth Water Main Replacement.pdf

4.	RECORDED General Underground, LLC Payment and Performance Bond ITB 24-04 US1 and Commonwealth Water Main Replacement	RECORDED General Underground, LLC Payment and Performance Bond ITB 24-04 US1 and Commonwealth Water Main Replacement.pdf
5.	Executed NTP	Executed NTP.pdf
6.	General Underground LLC GL Al PL 3.23.2026	General Underground LLC GL Al PL 3.23.2026.pdf

Julia Wiggins	Created/Initiated - 3/31/2025
Richard Colby	Approved - 3/31/2025
Junos Reed	Approved - 4/15/2025
Linda Truitt	Approved - 4/16/2025
Mark Simpson	Approved - 4/16/2025
Matthew Jones	Approved - 4/23/2025
Wayne Clark	Final Approval - 4/23/2025

CHANGE ORDER NO. 1
To the EJCDC Agreement, dated May 7, 2024
GENERAL UNDERGROUND, INC. Contractor

Project: ITB 24 -04 US1 and Commonwealth Water Main Replacement

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES**:
Original Contract Price: $5,204,655.00	Original Contract Times: Notice to Proceed (NTP) Issued: August 22, 2024 Substantial Completion: 365 days from issuance of NTP: August 22, 2025
Net changes from previous Change Order: N/A	Changes in contract time from previous Change Orders: N/A days
Contract Price prior to this Change Order: $5,204,665.00	Contract Completion Date prior to this Change Order: August 22, 2025
Net Increase (decrease) of this Change Order: N/A	Changes in contract time requested this Change Order: No. 1 90 days
Contract Price with all approved Change Orders: $5,204,665.00	Contract Times with all approved Change Orders: Substantial Completion: November 20, 2025

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the EJCDC Agreement; entered into by and between the parties on May 7, 2024.

II. REQUIRED CHANGES: Change Order is necessary to add 90 days to the substantial completion date. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties. This Change Order does not require a change in the Scope of Services.

III. JUSTIFICATION: Change Order No 1 is necessary due to material lead times, which will require an additional 90 days being added to the Substantial Completion date, adjusting the Substantial Completion date from August 22, 2025, to November 20, 2025.

IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms the EJCDC Agreement subject to a limit not to exceed $5,204,655.00. 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: **CHRIS BROWN** General Underground, Inc.
By:_____ Richard Colby, Construction Manager	By:_____ Chris Brown, 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:

By:_____
Scott Stiltner, Mayor

Date Signed:_____

Affirmed:

_____
Robin L. Fenwick, MMC, City Clerk

Date Signed:_____

General Underground

REQUEST FOR INFORMATION NO. 3

DATE: March 12, 2025

To: Noah Adamoski VIA EMAIL (X) FAX ( ) MAIL ( ) HAND ( )
Karen Gimbel

From: Chris Brown ( ) Jobsite (X)Office
Project: Ridgewood Ave & North Commonwealth Blvd Water Main Replacements
Owner Project Code: ITB No.24-04

Subject: Extension to contract
Specification –
Drawing
Attachments w/ Request: ( ) YES (X) NO
No. Of Pages: 1

PLEASE RESPOND BY: Email: TO THE FOLLOWING REQUEST:

General Underground respectfully requests a 90-day extension from NTP due to material lead times for the contract, City of Port Orange project ITB 24-04 Ridgewood Ave & N. Commonwealth Water Main Improvement.

Work Delayed Pending Response (Y)

RESPONSE:

By:		Date:	
Attachments w/ Response: ( ) YES ( ) NO		No. Of Pages:	

Request & Response Copied To: 3

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129** ("Owner") and **General Underground, LLC, 186 South Euclid Avenue, Lake Helen, Florida 32744** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ITB 24-04 Ridgewood Avenue and North Commonwealth Boulevard Water Main Replacement.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Replacement of approximately 16,100 LF of undersized or aging watermain with new PVC watermain, furnishing all labor, materials, equipment, tools, transportation, services, and incidentals and performing all work necessary to construct the piping, new valves and restoration for a complete system.

ARTICLE 3—ENGINEER

3.01 The part of the project that pertains to the Work has been designed by the Project Engineer, **Justin C. Kise, P.E.** ("Engineer") **of Mead and Hunt, Inc.,** and shall act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. Deleted in its entirety.

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4.03 *Contract Times: Days*

A. The Work will be substantially complete within **365** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.

4.04 *Milestones* – Deleted in its entirety.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $0.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $0.00 for each day that expires after such time until the Work is completed and ready for final payment.

3. Deleted in its entirety.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

C. Deleted in its entirety.

4.06 *Special Damages* - Deleted in its entirety.

A. Deleted in its entirety.

B. Deleted in its entirety.

C. Deleted in its entirety.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. Deleted in its entirety.

B. Deleted in its entirety.

C. Deleted in its entirety.

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D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **15th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95%** percent of the value of the Work completed (with the balance being retainage).

1) Deleted in its entirety.

b. Deleted in its entirety.

B. Owner shall withhold Five percent (5%) of each progress payment as retainage.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest* Deleted in its entirety.

A. Deleted in its entirety.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement (pages 1 to 10, inclusive).

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2. Bonds:
    a. Combination Payment and Performance bond, together with power of attorney, (pages 1 to 4, inclusive).
3. General Conditions (pages 1 to 74, inclusive).
4. Deleted in its entirety.
5. Technical Specifications, on file with City Engineer, Junos Reed (pages 1 to 230, inclusive).
6. Bid Set Drawings, on file with City Engineer, Junos Reed (pages 1 to 60, inclusive).
7. Addendum No. 1 (pages 1 to 6, inclusive).
8. Addendum No. 2 (page 1, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
    a. Exhibit No. 1 Contractor's Bid Schedule (page 1, inclusive).
    b. Exhibit No. 2 Contractor's Proposal (pages 1 to 58, inclusive) see Exhibit 1 for updated and accurate pricing due to error in Contractor's extended pricing.
    c. Exhibit No. 3 Composite Exhibit No. 3 City's Invitation to Bid ITB 24-04 Ridgewood Ave & North Commonwealth Blvd Water Main Replacement (pages 1 to 157, not attached, on file with office of the City Clerk).
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

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2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

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1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.02 *Successors and Assigns*

Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.03 *Severability*

Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions and parts shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable

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provision or part that comes as close as possible to expressing the intention of the stricken provision.

9.04 *No-Damage-for-Delay*

Contractor shall not be entitled to any damages (including, without limitation, expenses, costs, fees, extended field overhead and general conditions, equipment costs, home office overhead, lost productivity and inefficiency damages, additional payroll and labor costs, etc.) for any delay to its Work. Contractor's sole and exclusive remedy for a delay to its Work that is not caused by Contractor (or a person or entity performing a portion of Contractor's scope of Work) shall be an extension of time to substantially complete and finally complete the Project; provided, however, that Owner granting Contractor an extension of time is not a condition precedent to this no-damage-for-delay provision. Contractor shall also not be entitled to any damages for disruption or interference to its Work or for having to accelerate or incur additional labor or payroll costs in order to make up or overcome a delay to its Work so that it can maintain the dates for Substantial Completion and Final Completion. Contractor agrees that in determining and agreeing to the Contract Price it is considered this no-damage-for-delay provision and understands that it is not entitled to any damages whatsoever for a delay to its Work.

9.05 *No intended Third-Party Beneficiaries*

There are no intended third-party beneficiaries to the Contract.

9.06 *Public Record Compliance*

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically: (a) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the City would provide the records at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

9.07 *Records*

The design, permits and all other records prepared by the Contractor, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Contractor shall be retained by the Contractor for the requisite time set forth in Florida Administration Code Rule 1 b-24.

http://dos.myflorida.com/library-archives/records-management/. Contractor may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. Contractor 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.

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9.08 *Force Majure*

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.

9.09 *Contract construction*

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

9.10 *Financial Disclosures*

During the term of this Contract, Contractor covenants and agrees that it will keep adequate books and records of accounts in accordance with Generally Accepted Accounting Principals (GAAP). Contractor further covenants and agrees that in the event the Contractor becomes insolvent and/or fails to pay its current obligations when they become due, Contractor shall so advise Owner of such situation and, upon request from the Owner, Contractor shall provide to Owner financial statements of Contractor, including current income and expense statements of Contractor, consolidated balance sheets signed by a financial officer of Contractor, and audited reports provided by Contractor to Contractor's Surety, audited financial statements certified by a Certified Public Accountant concerning the financial affairs of the Contractor and all affiliates of Contractor, and such other financial information requested by Owner. All such financial information shall comply with GAAP.

In the event that Contractor becomes insolvent and/or fails to pay its obligations when they become due, Contractor hereby authorized its sureties, lenders, financial institutions and other third parties to release Owner financial information requested by Owner, including, but not limited to, the financial information described in the preceding paragraph.

9.11 *Waiver of Jury Trial*

All parties hereby waive any and all right to any trial by jury in any action or proceeding arising directly or indirectly hereunder.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Contractor:

General Underground, LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 5/6/2024
(date signed)

Name: Chris Brown
(typed or printed)

Title: Manager
(typed or printed)

(If company is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: Admin Asst.
(typed or printed)

Address for giving notices:

186 South Euclid Avenue

Lake Helen, Florida 32744

Phone: (352) 493-7782

Email: chrisbrown@generalunderground.com

License CGC1518531

State: Florida

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Owner:

City of Port Orange
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 5/7/2024
(date signed)

Name: Donald O. Burnette
(typed or printed)

Title: Mayor
(typed or printed)

Attest: Robin L. Fenwick, MMC
(individual's signature)

Title: City Clerk
(typed or printed)

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129

(386) 506-5500

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EJCDC AGREEMENT
Additions and Deletions Version

Consisting of 12 pages

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129** ("Owner") and General Underground, LLC, 186 South Euclid Avenue, Lake Helen, Florida 32744 ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ITB 24-04 Ridgewood Avenue and North Commonwealth Boulevard Water Main Replacement.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Replacement of approximately 16,100 LF of undersized or aging watermain with new PVC watermain, furnishing all labor, materials, equipment, tools, transportation, services, and incidentals and performing all work necessary to construct the piping, new valves and restoration for a complete system.

ARTICLE 3—ENGINEER

3.01 The part of the project that pertains to the Work has been designed by the Project Engineer, Justin C. Kise, P.E.,("Engineer") **of** Mead and Hunt, Inc., **and shall** act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. Deleted in its entirety.~~The Work will be substantially complete on or before **[date]**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **[date]**.~~

**EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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4.03 *Contract Times: Days*

A. The Work will be substantially complete within 365 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions ~~within **[number]** days after the date when the Contract Times commence to run~~.

4.04 *Milestones* – Deleted in its entirety.

~~A. Parts of the Work must be substantially completed on or before the following Milestone(s):~~

~~1. Milestone 1~~

~~2. Milestone 2~~

~~3. Milestone 3~~

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $0.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $0.00 for each day that expires after such time until the Work is completed and ready for final payment.

3. Deleted in its entirety. ~~*Milestones:* Contractor shall pay Owner $for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~

~~4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.~~

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

C. Deleted in its entirety. ~~*Bonus:* Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor $for each day prior to the time specified above for Substantial~~

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Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to $

4.06 *Special Damages* - Deleted in its entirety.

A. Deleted in its entirety. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. Deleted in its entirety. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. Deleted in its entirety. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. Deleted in its entirety. For all Work other than Unit Price Work, a lump sum of $1,058,211.24.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. Deleted in its entirety. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$0.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Deleted in its entirety. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

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ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **15th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 95% percent of the value of the Work completed (with the balance being retainage).

1) Deleted in its entirety.~~If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

b. Deleted in its entirety.~~percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~

B. Owner shall withhold Five percent (5%) of each progress payment as retainage.~~Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.~~

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

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6.05 *Interest* Deleted in its entirety.

A. Deleted in its entirety.~~All amounts not paid when due will bear interest at the rate of percent per annum.~~

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement (pages 1 to 10, inclusive).
2. Bonds:
    a. Combination Payment and Performance bond, together with power of attorney, (pages 1 to 4, inclusive).
3. General Conditions (pages 1 to 74, inclusive).
4. Deleted in its entirety.~~Supplementary Conditions.~~
5. Technical Specifications, on file with City Engineer, Junos Reed (pages 1 to 230, inclusive).
6. Bid Set Drawings, on file with City Engineer, Junos Reed (pages 1 to 60, inclusive).
7. Addendum No. 1 (pages 1 to 6, inclusive).
8. Addendum No. 2 (page 1, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
    a. Exhibit No. 1 Contractor's Bid Schedule (page 1, inclusive).
    b. Exhibit No. 2 Contractor's Proposal (pages 1 to 58, inclusive) see Exhibit 1 for updated and accurate pricing due to error in Contractor's extended pricing.
    c. Exhibit No. 3 Composite Exhibit No. 3 City's Invitation to Bid Request No. 24-04 Ridgewood Ave & North Commonwealth Blvd Water Main Replacement (pages 1 to 157, not attached, on file with office of the City Clerk).
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an

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assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.02 *Successors and Assigns*

Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.03 *Severability*

Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions and parts shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision or part that comes as close as possible to expressing the intention of the stricken provision.

9.04 *No-Damage-for-Delay*

Contractor shall not be entitled to any damages (including, without limitation, expenses, costs, fees, extended field overhead and general conditions, equipment costs, home office overhead, lost productivity and inefficiency damages, additional payroll and labor costs, etc.) for any delay to its Work. Contractor's sole and exclusive remedy for a delay to its Work that is not caused by Contractor (or a person or entity performing a portion of Contractor's scope of Work) shall be an extension of time to substantially complete and finally complete the Project; provided, however, that Owner granting Contractor an extension of time is not a condition precedent to this no-damage-for-delay provision. Contractor shall also not be entitled to any damages for disruption or interference to its Work or for having to accelerate or incur additional labor or payroll costs in order to make up or overcome a delay to its Work so that it can maintain the dates for Substantial Completion and Final Completion. Contractor agrees that in determining and agreeing to the Contract Price it is considered this no-damage-for-delay provision and understands that it is not entitled to any damages whatsoever for a delay to its Work.

9.05 *No intended Third-Party Beneficiaries*

There are no intended third-party beneficiaries to the Contract.

9.06 *Public Record Compliance*

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically: (a) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the City would provide the records at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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9.07 *Records*

The design, permits and all other records prepared by the Contractor, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Contractor shall be retained by the Contractor for the requisite time set forth in Florida Administration Code Rule 1 b-24.

http://dos.myflorida.com/library-archives/records-management/. Contractor may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. Contractor 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.

9.08 *Force Majure*

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.

9.09 *Contract construction*

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

9.10 *Financial Disclosures*

During the term of this Contract, Contractor covenants and agrees that it will keep adequate books and records of accounts in accordance with Generally Accepted Accounting Principals (GAAP). Contractor further covenants and agrees that in the event the Contractor becomes insolvent and/or fails to pay its current obligations when they become due, Contractor shall so advise Owner of such situation and, upon request from the Owner, Contractor shall provide to Owner financial statements of Contractor, including current income and expense statements of Contractor, consolidated balance sheets signed by a financial officer of Contractor, and audited reports provided by Contractor to Contractor's Surety, audited financial statements certified by a Certified Public Accountant concerning the financial affairs of the Contractor and all affiliates of Contractor, and such other financial information requested by Owner. All such financial information shall comply with GAAP.

In the event that Contractor becomes insolvent and/or fails to pay its obligations when they become due, Contractor hereby authorized its sureties, lenders, financial institutions and other

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third parties to release Owner financial information requested by Owner, including, but not limited to, the financial information described in the preceding paragraph.

9.11 *Waiver of Jury Trial*

All parties hereby waive any and all right to any trial by jury in any action or proceeding arising directly or indirectly hereunder.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Contractor:

General Underground, LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Chris Brown
(typed or printed)

Title: Manager
(typed or printed)

(If company is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

186 South Euclid Avenue

Lake Helen, Florida 32744

Phone: (352) 493-7782

Email: chrisbrown@generalunderground.com

License CGC1518531

State: Florida

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Owner:

City of Port Orange

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: Donald O. Burnette

(typed or printed)

Title: Mayor

(typed or printed)

Attest: Robin L. Fenwick, MMC

(individual's signature)

Title: City Clerk

(typed or printed)

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129

(386) 506-5500

~~Designated Representative:~~

~~Name:~~ _____

~~*(typed or printed)*~~

~~Title:~~ _____

~~*(typed or printed)*~~

~~Address:~~

~~1000 City Center Circle~~

~~Port Orange, Florida 32129~~

~~Phone:~~ ~~(____) ____~~

~~Email:~~ _____

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. 7901143475

PRINCIPAL:

Developer or Contractor:	General Underground, LLC
Principal Business Address:	186 South Euclid Avenue Lake Helen, Florida 32744
Contact Person:	Chris Brown, Manager
Phone Number:	(352) 493-7782

SURETY:	Nationwide Mutual Insurance Company
Address:	One West Nationwide Blvd. Columbus, OH 43225
Contact Person:	Brian Pflum
Phone Number:	515-508-4159

OWNER:	City of Port Orange, Florida, a chartered municipal corporation 1000 City Center Circle Port Orange, Florida 32129-4144
Contact Person:	City Manager
Phone Number:	(386) 506-5501

Amount: $5,204,655.00 **City Project Number: ITB 24-04 Ridgewood Ave & N Commonwealth Blvd Water Main Replacement**

Description of Work: ITB 24-04 Ridgewood Ave & N Commonwealth Blvd Water Main Replacement

Project Location: Water Main Replacements at various locations within the City of Port, Volusia County, Florida, as more particularly depicted in ITB 24-04 Ridgewood Avenue and North Commonwealth Boulevard Water Main Replacement Bid Set Drawings on file with City Engineer, Junos Reed

Legal Description: Water Main Replacements at various locations within the City of Port, Volusia County, Florida, as more particularly depicted in ITB 24-04 Ridgewood Avenue and North Commonwealth Boulevard Water Main Replacement Bid Set Drawings on file with City Engineer, Junos Reed

Front Page

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

[CA8425]
[MTR/sal 2015-02-10]

General Underground, LLC

ITB 24-04 Ridgewood Ave & N Commonwealth Blvd Water Main Replacement

Bond No. 7901143475

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **General Underground, LLC,** as Principal, and Nationwide Mutual Insurance Company, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **FIVE MILLION, TWO HUNDRED FOUR THOUSAND SIX HUNDRED FIFTY-FIVE AND 00/100 DOLLARS ($5,204,655.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain EJCDC Agreement, having an effective date of May 7, 2024, entered into by and between the Principal and the City, for Ridgewood Avenue and North Commonwealth Boulevard Water Main Replacement, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this 7th, day of May, 2024.

Attest:

(As to Corporate Principal) Secretary

(Witness to Principal)

GENERAL UNDERGROUND, LLC
(Principal)

Chris Brown, Manager

(Corporate Seal)

Nationwide Mutual Insurance Company
(Surety)

Margie Hall (Witness to Surety)

By:
Name: Tyler D DeBord
(Attorney-in-Fact)

(Corporate Seal)

NOTE: ***Date of BOND must not be prior to date of Contract.*** *If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.*

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
STEPHEN P FARMER; TYLER D DEBORD; VINCENT DELUCA; ASHLEY TYREE; KARA RUCKERT; MARGARET HALL

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds, undertaking and contracts of suretyship or other written obligations in the nature therefor; for all obligees including any and all consents required by the Department of Transportation, State of Florida, and other obligatory instruments of similar nature , in penalties not exceeding the sum of

UNLIMITED

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

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

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

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

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

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

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss
On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

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

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 7th day of May, 2024.

Laura B. Guy
Assistant Secretary

BDJ 1(08-21)00

CITY OF PORT ORANGE
NOTICE TO PROCEED

Issued By: **Junos Reed, City Engineer**
Engineering Department
1395 Dunlawton Avenue
Port Orange, FL 32129
Ph:(386) 506-5751
jwiggins@port-orange.org

Issued To: **General Underground, Inc**
186 South Euclid Avenue
Lake Helen, FL 32744

PROJECT TITLE: **ITB 24-04 Ridgewood Avenue and North Commonwealth Blvd Water Main Replacement**
Project PU006 (URP001) (PO-20240034)

This **Notice to Proceed** issued to your company is for the above referenced project and in accordance with ITB 24-04 Ridgewood Avenue and North Commonwealth Blvd EJCDC Agreement CA8425 (240087), and all terms and conditions of the agreement between the City of Port Orange and **General Underground, Inc.** The **effective date** of this **Notice to Proceed** is **August 22, 2024,** for **Substantial Completion** by **August 22, 2025.**

Please sign below acknowledging and agreeing to the contents of this Notice to Proceed and return a copy of this form to Julia Wiggins, Engineering Business Manager via email jwiggins@port-orange.org.

Project Manager: Junos Reed, City Engineer

All future correspondence or requests for changes to the contract must be addressed to City Engineer

---

ISSUED BY:

Owner: City of Port Orange

This 22 day of August, 2024

By: _____
Junos Reed

Title: City Engineer

ACCEPTANCE NOTICE:

Receipt of the foregoing Notice to Proceed is hereby acknowledged and agreed by:

Company: General Underground, Inc.

This 21st day of August, 2024

By: _____
Chris Brown

Title: Manager

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/27/2025

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 Brown & Brown Insurance Services, Inc. 100 Rialto Place, Suite 900 Melbourne FL 32901	**CONTACT NAME:** Myriam Beigel CISR **PHONE (A/C, No, Ext):** (321) 757-8686 **FAX (A/C, No):** (321) 757-8687 **E-MAIL ADDRESS:** Myriam.Beigel@bbrown.com
INSURED General Underground, LLC PO BOX 315 Lake Helen FL 32744	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Security National Insurance Company 19879 **INSURER B :** Auto-Owners Insurance Company 18988 **INSURER C :** Evanston Insurance Company 35378 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CL2532790862 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		SES1815020-00	03/23/2025	03/23/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			51-683-450-00	03/23/2025	03/23/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			EXS1823163-00	03/23/2025	03/23/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
	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	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	Contractors Pollution Liability			CPLMOL130188	03/23/2025	03/23/2026	Each Occurrence Policy Aggregate	$1,000,000 $1,000,000

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

Certificate holder, city officers, employees, directors, partners, and agents are additional insured where required by written contract.
Owner: City of Port Orange 1000 City Center Circle Port Orange, FL 32129

Project: ITB #24-04 Ridgewood Avenue & North Commonwealth Blvd Water Main Replacement.

CERTIFICATE HOLDER

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

CANCELLATION

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 5/6/2025

SUBJECT: (B6e) Approval of Change Order No. 1 to Task Authorization No. 9 with Mead and Hunt, Inc. as it relates to the Ridgewood Avenue & North Commonwealth Boulevard Water Main Replacement project under ITB #24-04

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Change Order No. 1 to Task Authorization No. 9 with Mead and Hunt, Inc. and authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: Staff is requesting approval of Change Order No. 1 to Task Authorization No. 9 under the Master Contract for Professional Engineering Services (CA7761) as it relates to Ridgewood Avenue and North Commonwealth Boulevard Water Main Replacement Project to add 108 days to the Final Completion date, adjusting it from August 14, 2025, to November 30, 2025.

Change Order No. 1 to Task Authorization No. 9 is needed to accommodate the additional time being requested by the contractor due to prolonged material lead times. The Contractor's Change Order for additional time is also on this agenda. The additional 108 days to the Final Completion date will add sufficient time to complete the construction administration phase services for this project and finalize close-out documentation. There is no additional cost associated with this time extension request.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Mead & Hunt, Inc. Change Order No 1 to Task Authorization No 9 - US1 & Commonwealth Water Main Replacement	Mead & Hunt, Inc. Change Order No 1 to Task Authorization No 9 - US1 & Commonwealth Water Main Replacement.pdf
2.	Executed Task Authorization No. 9 - Ridgewood N Commonwealth Water Main Repl	Executed Task Authorization No. 9 - Ridgewood N Commonwealth Water Main Repl.pdf
3.	Executed NTP	Executed NTP.pdf
4.	Executed Mead Hunt Renewal 1-13-2025	Executed Mead Hunt Renewal 1-13-2025.pdf

5.	Mead and Hunt Contract CA7761	Mead and Hunt Contract CA7761.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 (1)	Mead Hunt Inc (RFSQ 21-03) ALL 7.1.25 Prop PL 7.1.25 (1).pdf

Julia Wiggins	Created/Initiated - 4/2/2025
Richard Colby	Approved - 4/2/2025
Junos Reed	Approved - 4/15/2025
Linda Truitt	Approved - 4/16/2025
Mark Simpson	Approved - 4/16/2025
Matthew Jones	Approved - 4/23/2025
Wayne Clark	Final Approval - 4/23/2025

CHANGE ORDER NO. 1
To Task Authorization 9, dated May 7, 2024
Under the Master Contract for Servicers dated January 18, 2022
MEAD AND HUNT, INC. Contractor

Project: Ridgewater Avenue and North Commonwealth Blvd Water Main Replacement

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES**:
Original Contract Price: $137,599.00	Original Contract Times: Final Completion: August 14, 2025 455 days (NTP effective May 16, 2024)
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: $137,599.00	Contract Completion Date prior to this Change Order: August 14, 2025
Net Increase (decrease) of this Change Order: N/A	Changes in contract time requested this Change Order: No. 1 108 days
Contract Price with all approved Change Orders: $137,599.00	Contract Times with all approved Change Orders: Final Completion: November 30, 2025

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Task Authorization No 9, to Master Contract for Services entered into by and between the parties on May 7, 2024

II. REQUIRED CHANGES: Change Order is necessary to request an additional 108 days to move the Contract completion date from August 14, 2025 to November 30, 2025. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties. This Change Order does not require a change in the Scope of Services.

III. JUSTIFICATION: Additional time is necessary to cover the Construction Phase Services per scope of services. No cost increase being requested at this time.

IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms Task Authorization No 9, Master Contract for Services subject to a limit not to exceed $137,599.00. 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** Mead and Hunt, Inc.
By:_____ Richard Colby, Construction Manager	By:_____ Brad Blais, Vice President
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:_____
Scott Stiltner, Mayor

_____
Robin L. Fenwick, MMC, City Clerk

Date Signed:_____

Date Signed:_____

TASK AUTHORIZATION NO. 9
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 **Ridgewood Avenue and North Commonwealth Boulevard Water Main Replacement Construction Phase Services**, and as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**

3. Engineer shall complete the services to be provided herein and the Compliance Plan shall be completed no later than **455 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 **$137,599.00.** All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. *Truth-in-Negotiations*

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

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

(c) 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: Karen Gimbel

By: Brad Blais, Vice President

Printed Name: Doris Pigott

Date: 4/29/2024

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: 5/7/2024

ATTEST:

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

Date: 5/7/2024

EXHIBIT "1"

Engineer's Quote

Consisting of 6 Pages

April 5, 2024

Junos Reed, P.E.
Utilities Engineering and Construction Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32127

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

NORTH COMMONWEALTH WATER MAIN IMPROVEMENTS
CONSTRUCTION PHASE SERVICES
SCOPE OF SERVICES AND FEE ESTIMATE

Dear Mr. Reed:

In accordance with your request, we are pleased to offer the enclosed scope of work and fee estimate for Construction phase services on the above referenced project. The attached proposal details specific tasks to be completed and estimated fees.

The services proposed include construction contract administration for the duration of the project.

Thank you for this opportunity to continue to be of service. If you have any questions or require additional information, please contact me.

Sincerely,

MEAD & HUNT

Noah Adamoski
Project Manager

Brad T. Blais, P.E
Vice President/Market Leader

Enclosure: Scope of Services

CITY OF PORT ORANGE
NORTH COMMONWEALTH WATER MAIN IMPROVMENTS
CONSTRUCTION PHASE SERVICES
SCOPE OF SERVICES

This Task Order is in conformance with the Master Contract for Engineering Services RFQ #21-03 Professional Engineering Services for Public Works, Utilities and Environmental Services dated March 17, 2021, between the City of Port Orange (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

PROJECT DESCRIPTION

The CITY's Utilities Department desires to replace substandard water mains and associated fittings, valves and fire hydrants located in eastern Port Orange in the area south of Commonwealth Boulevard north of Nova Road between FEC Railroad and Nova Road. The project is intended to improve the level of service and reliability of the water system as part of the CITY's ongoing capital improvement program.

SCOPE OF SERVICES

After receipt of authorization to proceed, CONSULTANT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Coordination
MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated 12 month project duration. The PM will manage the development of project work and subconsultant efforts.

PHASE 2 – CONSTRUCTION CONTRACT ADMINISTRATION

CONSULTANT will provide the following construction contract administration services during construction to the CITY.

2.1 Pre-Construction Meeting
CONSULTANT will prepare for and conduct a pre-construction meeting with the CITY and the contractor as required by the contract documents. The purpose of the meeting will be to present the Notice to Proceed (NTP) and define responsibilities, review project administrative requirements, and receive the contractor's plan to complete the work. It is typical that issues of safety requirements, contractor and staff contact information, submittals, permitting, schedule, work hours, staging areas, payment schedules, and startup considerations will be discussed. CONSULTANT will distribute meeting summary to meeting attendees.

Deliverables:

- Meeting agenda and summary
- Associated relevant documents (i.e. submittals, shop drawings, etc.)

2.2 Progress Meetings

CONSULTANT will lead up to 12 construction progress meetings upon contractor mobilization to monitor project progress and identify/resolve project issues. CONSULTANT will prepare and distribute an agenda and meeting summaries for each meeting. Immediately before or after the meetings, the CONSULTANT will visit site to observe the current work progress.

Deliverables:

- Progress meeting agendas and summaries
- Associated relevant documents

2.3 Shop Drawing Review

The contractor will prepare shop drawings of selected materials and components of the work as specified in the contract documents. These shop drawing submittals, up to 15, will be reviewed by CONSULTANT for compliance with the design concept and contract requirements. As part of this task, CONSULTANT will determine the acceptability of substitute materials (if applicable) and equipment proposed by the contractor.

CONSULTANT will maintain a log of submittals to include submittal number, subject, date received, reviewer, action taken, and date returned. If during the shop drawing review process the contractor requests substitute materials and/or equipment, CONSULTANT will provide a recommendation on the submittal to the CITY.

Deliverables:

- Shop drawing review packages
- Shop drawing log

2.4 Requests for Information (RFI's)

CONSULTANT will receive and respond to contractor RFI's, up to 10, or request for clarification of the contract documents or design intent. CONSULTANT will interpret the meaning of the contract documents and will provide required clarifications or explanations of the design intent and requirements. CONSULTANT will also prepare and maintain a log of received requests, noting the date received, subject, resolution and date response was returned to the contractor. Reviews and replies will be in writing.

Deliverables:

- RFI response packages
- RFI response log

2.5 Field/Change Orders

CONSULTANT will prepare, issue, and coordinate up to five (5) field orders, work directives, Interim Field Change Agreements (IFCA's) and change orders in coordination with the CITY. CONSULTANT will maintain a log of field changes and pending changes. CONSULTANT will assist CITY during negotiations of contractor cost proposals and will provide recommendations to the CITY.

Deliverables:

- Field and change order packages and supporting documentation
- Field and change order log

2.6 Pay Application Review and Approval

CONSULTANT will review up to 12 monthly payment applications from the contractor and provide a written recommendation for payment to the CITY based on construction progress. As part of this task, CONSULTANT will review pay application supporting documentation, including updated construction schedules, as-built drawings, stored materials, release of liens, and as approved change/field orders.

Deliverables:

- Monthly pay requests and approvals

2.7 Periodic Site Visits

Engineer will visit the site every week, or upon City request, during construction, separate from in-person meetings, to evaluate work progress for certification of periodic pay applications and final permit clearances.

PHASE 3 – PROJECT CLOSEOUT

CONSULTANT will complete the construction project closeout with the completion/preparation of the following:

3.1 Participate in a substantial completion inspection and prepare punch-list of work in need of completion and correction

3.2 Participate in a final completion inspection

3.3 Review final as-built drawings, produce record drawings utilizing contractor prepared as-builts.

3.4 Submission of construction completion certifications to FDOT and Volusia County Health Department

ASSUMPTIONS

This scope of services and fee estimate is based on the following assumptions:

- CITY will coordinate construction contract execution, issue notice to proceed and complete contract closeout with contractor
- CITY will provide inspection services, including monthly verification of quantities of completed work for all construction contract unit cost work
- CITY and/or contractor will provide construction and material testing, including water main bacteriological testing
- Construction duration is estimated to be 12 months.
- The City desires this task assignment to have a duration of 12 months.

PHASE 4 – 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 client. Items included in this phase will be billed at actual cost plus 10%. Reimbursable items include:

- Printing
- Postage
- Items not defined within the scope

EXCLUSIONS

The scope of work does not include any effort not listed above and specifically construction material testing, easement acquisition, title search services, public information services and construction claim dispute/resolution assistance.

SCHEDULE

CONSULTANT will strive to complete the work per the following schedule:

Phase/Task	Duration to Complete	Starting upon
Phase 1 – Project Management	*12 months*	*Notice to Proceed*
Phase 2 – Construction Administration Services	*12 months*	*Notice to Proceed*
Phase 3 – Project Closeout	*1 month*	*Substantial Completion*

COMPENSATION

The work described under the Scope of Services will be performed for the lump sum amount of **$137,599.** The above fee/cost is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	*$ 13,008*	*Lump Sum*
Phase 2 – Construction Administration	*$ 106,091*	*Lump Sum*
Phase 3 – Project Closeout	*$ 17,500*	*Lump Sum*
SUBTOTAL:	**$ 136,599**	
Phase 4 – Printing/Reimbursables	*$ 1,000*	*Actual Cost + 10%*
TOTAL:	**$ 137,599**	

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 CONSULTANT.

"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, rfenwick@port-orange.org.

5/22 Emailed to Vendor

CITY OF PORT ORANGE
NOTICE TO PROCEED

Issued By: **Junos Reed, City Engineer**
Engineering Department
1395 Dunlawton Avenue
Port Orange, FL 32129
Ph:(386) 506-5751
jwiggins@port-orange.org

Issued To: **Mead and Hunt , Inc**
4401 Eastport Parkway
Port Orange, FL 32127

PROJECT TITLE: **Task Authorization No 9 – Ridgewood Avenue and North Commonwealth Blvd Water Main Replacement**
Project URP001 (PO-003860)

This **Notice to Proceed** issued to your company is for the above referenced project and in accordance with Task Authorization No 9, under the Master Contract for Services CA7761, and all terms and conditions of the agreement between the City of Port Orange and **Mead and Hunt, Inc.** The **effective date** of this **Notice to Proceed** is **May 16, 2024,** with a **Final Completion** by **August 14, 2025**.

Please sign below acknowledging and agreeing to the contents of this Notice to Proceed and return a copy of this form to Julia Wiggins, Engineering Business Manager via email jwiggins@port-orange.org.

Project Manager: Junos Reed, City Engineer

All future correspondence or requests for changes to the contract must be addressed to City Engineer

---

ISSUED BY:

Owner: City of Port Orange

This 21 day of May, 2024

By: _____
Junos Reed

Title: City Engineer

ACCEPTANCE NOTICE:

Receipt of the foregoing Notice to Proceed is hereby acknowledged and agreed by:

Company: Mead and Hunt, Inc.

This 21st day of May, 2024 Title:

By: _____
Braid Blais

Senior Vice President

CITY OF PORT ORANGE

Agreement

RENEWAL FORM

*****THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE*****

Verify your records by providing the following information:

Name of Company/Organization: Mead and Hunt, Inc. ("Contractor")
Name of Contact Person: Brad Blais, Vice President
Mailing Address: 2440 Deming Way
Middleton, WI 53562-1562
E-Mail Contact Address: brad.blais@meadhunt.com
Phone: (386) 761-6810 Fax: N/A

- ☒ Standard Contract for Service CA No. 7761
- ☐ Piggyback Agreement CA No. _____
- ☐ Purchase Order No. _____

Renewal Term: From January 18, 2025 To: January 17, 2026

Contractor to Provide to City:

- ☐ ~~Updated Bond~~ N/A
- ☑ Insurance Certificate/City as additional insured and Waiver of Subrogation for WC

To be completed by the Contractor:

YES X Contractor desires to renew this Agreement for another term at the same price, requirements, specifications, and conditions as provided for above.

NO _____ Contractor does not desire to renew this Agreement for another term.

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

Contractor's Authorized Representative: _____ **Date:** January 8, 2024
Signature

Please return to the City of Port Orange as follows:

Department: Engineering Department Telephone: (386) 506-5751
Contract: Julia Wiggins, Business Manager Fax: (386) 756-5370
E-Mai: jwiggins@port-orange.org

For City Use Only:

Department Completes the Following:

- ☒ Renewal Accepted by the Department
- ☐ Bond received by the Department ***OR*** ☒ Bond not applicable
- ☒ Insurance Certificate received by the Department ***OR*** ☐ Insurance waived by City Manager

City Manager: _____ **Date:** 11/3/2025

Original Signed Form Must Be Returned to the City Clerk

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 of 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 of 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 — Limits Up to $10 million — Statutory/$500,000 $10 - $20 million — Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits:	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.	Limits:	Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
	Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	Limits:	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	Limits:	Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits:	Coverage - $ To be determined.	
☐	Engineer Pollution Liability	Limits:	Coverage - $1,000,000	
☒	Errors and Omissions	Limits:	Coverage - $1,000,000	
☐	Umbrella Policy	Limits:	Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits:	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 Sonier
Printed Name: Tonya Sonier

MEAD AND HUNT, INC.

By: _____
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
Commission # HH 146017
My Comm. Expires Jun 27, 2025
Bonded through National Notary Assn.

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.

MATTHEW J. JONES
Commission # GG 931831
Expires January 23, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

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

Witnesses:

CITY OF PORT ORANGE 1867 FLORIDA

ATTEST:

Printed Name: Jamie Miller

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

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 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.

MATTHEW J. JONES
Commission # GG 931831
Expires January 23, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

_____
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 collectivelyreferred 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 currentat 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.

_____ By:_____

Printed Name:_____ Brad Blais, Vice President

_____ Date:_____

Printed Name:_____

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:_____

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 Director (Title) of Mead & Hunt, Inc. (Business Name), a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."

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
Commission # HH 146017
My Comm. Expires Jun 27, 2025
Bonded through National Notary Assn.

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

SKB.7.8.2024
CA7985

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 Waukee IA 50263	**CONTACT NAME:** Beau Murray **PHONE (A/C, No, Ext):** 608-242-2558 **FAX (A/C, No):** **E-MAIL ADDRESS:** BMurray@holmesmurphy.com
INSURED MEAHUNPC Mead & Hunt, Inc. 2440 Deming Way Middleton, WI 53562	**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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X Cont Liab Per X Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			GLO138723202	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 500,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** X 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) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
C	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** CLAIMS-MADE DED [X] RETENTION $ 0			AUC095226002	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC138723302	7/1/2024	7/1/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 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: Per Aggregate:	BI: $15,000,000 $10,000,000 $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

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

CANCELLATION

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

ZURICH

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.

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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:

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(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".

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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

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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.

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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.

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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,

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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.

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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:

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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.

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Waiver Of Subrogation (Blanket) Endorsement

ZURICH

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 _____

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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 5/6/2025

SUBJECT: (B7) Resolution No. 25-22 - Supporting Volusia County's Local Mitigation Strategy

DEPARTMENT: Community Development

GOAL: 1 - Public Safety
2 - Infrastructure
5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 25-22.

SUMMARY: This resolution confirms the City's support of the Volusia County Multi-Jurisdictional Local Mitigation Strategy (LMS) plan. The previous version of the LMS, prior to this version, was updated and adopted in 2020. The LMS is a document prepared by Volusia County that establishes a community vision and guiding principles for reducing environmental hazard risks and vulnerabilities. Port Orange has been an active participant in Volusia Prepares, the Local Mitigation Strategy working group, which has established a comprehensive, coordinated planning process involving the county and its municipalities, as well as other public and private sector organizations, to reduce our vulnerability to natural or man-caused disasters and disruption of the local economy and overall quality of life of individuals who live, work, and vacation in the community. In 2020, the Volusia County Multi-Jurisdictional Floodplain Management Plan was incorporated into the LMS.

The City's participation in the LMS allows the City to be eligible for FEMA grant funding and additional credit toward the City's Community Rating System (CRS). The Community Rating System/National Flood Insurance Program grades communities and reduces their flood insurance premiums, providing certain requirements are made, such as having a Local Mitigation Strategy and Floodplain Management Plan.

The 2025 Volusia County Local Mitigation Strategy is attached for review.

PRESENTER: Tim Burman, Margaret Tomlinson

ATTACHMENTS:

1.	Resolution No. 25-22	Resolution No. 25-22.pdf

2.	01 - Introduction	01 - Introduction.docx
3.	02 - Planning Process	02 - Planning Process.docx
4.	03 - Community Profile	03 - Community Profile.docx
5.	04 - Hazard Identification	04 - Hazard Identification.docx
6.	05 - Hazard Profiles	05 - Hazard Profiles.docx
7.	06 - Vulnerability Assessment	06 - Vulnerability Assessment.docx
8.	07 - Capability Assessment	07 - Capability Assessment.docx
9.	08 - Mitigation Strategy	08 - Mitigation Strategy.docx
10.	09 - Mitigation Action Plan	09 - Mitigation Action Plan.docx
11.	10 - Plan Maintenance	10 - Plan Maintenance.docx
12.	A - Plan Adoptions	A - Plan Adoptions.docx
13.	B - Bylaws and Operating Procedures	B - Bylaws and Operating Procedures.docx
14.	D - Meeting Information	D - Meeting Information.docx
15.	E - Critical Facilities	E - Critical Facilities.docx
16.	F - Jurisdictional Risks and Vulnerability	F - Jurisdictional Risks and Vulnerability.docx
17.	G - HIRA Capability Targets	G - HIRA Capability Targets.docx

Margaret Tomlinson	Created/Initiated - 3/24/2025
Tim Burman	Approved - 4/15/2025
Shannon Balmer	Approved - 4/23/2025
Wayne Clark	Final Approval - 4/23/2025

RESOLUTION NO. 25-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING SUPPORT FOR THE VOLUSIA COUNTY LOCAL MITIGATION STRATEGY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, areas of the City of Port Orange are vulnerable to the human and economic costs of natural, technological and societal disasters; and

WHEREAS, the City of Port Orange realizes the importance of reducing or eliminating those vulnerabilities for the overall good and welfare of the community; and

WHEREAS, the City of Port Orange has been an active participant in Volusia Prepares, the Local Mitigation Strategy working group, which has established a comprehensive, coordinated planning process involving the county and its municipalities, as well as other public and private sector organizations, to eliminate or decrease these vulnerabilities; and

WHEREAS, City of Port Orange representatives and staff have identified, justified and prioritized a number of proposed projects and programs needed to mitigate the vulnerabilities of areas of Port Orange to the impacts of future disasters; and

WHEREAS, Port Orange representatives and staff have reviewed the information provided by or for other participating jurisdictions and organizations, including the projects and programs they have proposed for incorporation into the Volusia County Local Mitigation Plan; and

WHEREAS, these proposed projects and programs have been incorporated into the current edition of the Volusia County Local Mitigation Strategy that has been prepared and issued for consideration and implementation by the communities and jurisdictions of Volusia County.

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

Section 1. The City of Port Orange hereby accepts and approves of its designated portion of the Volusia County Local Mitigation Strategy.

Section 2. The City of Port Orange accepts and endorses the mitigation goals and objectives established by Volusia Prepares for the countywide strategy, and the anticipated schedule for the next updating of the strategy.

Section 3. The City of Port Orange finds that the proposed mitigation projects and programs included in the plan by other jurisdictions and organizations are acceptable, that they will not adversely affect the county or its neighborhoods, and that they do not conflict with or duplicates the mitigation proposals made by the City itself.

Section 4. The agency personnel of the City of Port Orange are requested and instructed to pursue available funding opportunities for implementation of the proposals designated therein.

Section 5. The agencies and organizations within the City of Port Orange will, upon receipt of such funding or other necessary resources, seek to implement the proposals contained in the county's individual section of the

strategy.

Section 6. The City of Port Orange will continue to participate in the updating and expansion of the Volusia County Local Mitigation Strategy in the years ahead.

Section 7. The City of Port Orange will further seek to encourage the businesses, industries and community groups operating within Port Orange to also participate in the updating and expansion of the Volusia County Local Mitigation Strategy in the years ahead.

Section 8. This Resolution shall become effective immediately upon adoption by the City Council.

_____

MAYOR SCOTT STILTNER

ATTEST:

_____

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____

Shannon K. Balmer Senior Assistant City Attorney

SECTION 1 – INTRODUCTION

This section of the Plan provides a general introduction to the Volusia County Multi-Jurisdictional Local Mitigation Strategy (LMS). It consists of the following five subsections:

- **Background**
- **Purpose**
- **Scope**
- **Authority**
- **Summary of Plan Contents**

1.1 BACKGROUND

Natural hazards, such as hurricanes, floods and tornadoes, are a part of the world around us. Their occurrence is natural and inevitable, and there is little we can do to control their force and intensity. We must consider these hazards to be legitimate and significant threats to human life, safety and property.

Volusia County, Florida is vulnerable to a wide range of natural hazards, including hurricanes and tropical storms, flooding, tornadoes and wildfires. These hazards threaten the life and safety of county residents and have the potential to damage or destroy both public and private property and disrupt the local economy and overall quality of life of individuals who live, work and vacation in the community.

While the threat from hazardous events may never be fully eliminated, there is much we can do to lessen their potential impact upon our community and our citizens. By minimizing the impact of hazards upon our built environment, we can prevent such events from resulting in disasters. The concept and practice of reducing risks to people and property from known hazards is generally referred to as *hazard mitigation*.

FEMA Definition of Hazard Mitigation:
"Any sustained action taken to reduce or eliminate the long-term risk to human life and property from hazards."

Hazard mitigation techniques include both structural measures, such as strengthening or protecting buildings and infrastructure from the destructive forces of potential hazards and non-structural measures, such as the adoption of sound land use policies and the creation of public awareness programs. It is widely accepted that the most effective mitigation measures are implemented at the local government level, where decisions on the regulation and control of development are ultimately made. A comprehensive mitigation approach addresses hazard vulnerabilities that exist today and in the foreseeable future. Therefore, it is essential that projected patterns of future development are evaluated and considered in terms of how that growth will increase or decrease a community's overall hazard vulnerability.

As a community formulates a comprehensive strategy to hazard mitigation, a key component is to develop, adopt and update a Local Mitigation Strategy. An LMS/hazard mitigation plan establishes a broad

community vision and guiding principles for reducing hazard risk and further proposes specific mitigation actions to eliminate or reduce identified vulnerabilities. Each of the jurisdictions has adopted the LMS by resolution (**Appendix A**).

The Volusia County Multi-Jurisdictional Local Mitigation Strategy has evolved over the years, as more thoroughly described in Section 2: Planning Process. The Volusia Prepares LMS Working Group (LMS Working Group) has developed Bylaws and Operating Procedures (**Appendix B**) to formalize the LMS update process and working group. The Plan documents and represents the County's and participating local jurisdictions' sustained efforts to incorporate hazard mitigation principles and practices into the routine government activities and functions of Volusia County and its participating jurisdictions and partners. This includes documenting the goals and objectives that Volusia County deems necessary to protect people and property from hazards. At its most inner core, the Plan recommends specific actions to combat hazard vulnerability and protect its residents from losses to those hazards that pose the greatest risk. Actions go beyond recommending micro-level solutions such as elevation, retrofitting and acquisition projects, and address macro-level solutions. Examples of macro-level actions that contribute to reducing the future vulnerability of Volusia County include local policies on community growth and development, incentives for natural resource protection and public awareness and outreach activities. Finally, the Plan is a living document, with implementation, evaluation and update procedures included to help achieve meaningful objectives and successful outcomes over time.

1.1.1 Disaster Mitigation Act of 2000

To reduce the Nation's mounting natural disaster losses, the U.S. Congress passed the Disaster Mitigation Act of 2000 (DMA 2000) to amend the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Section 322 of DMA 2000 emphasizes the need for state and local government entities to closely coordinate mitigation planning activities and makes the development of a hazard mitigation plan a specific eligibility requirement for any local government applying for federal mitigation grant funds. These funds include the Hazard Mitigation Grant Program (HMGP) and the Pre-Disaster Mitigation (PDM) program, both of which are administered by the Federal Emergency Management Agency (FEMA) under the Department of Homeland Security. Communities with an adopted and federally approved hazard mitigation plan thereby become pre-positioned and are more apt to receive available mitigation funds before and after the next disaster strikes.

The Volusia County Multi-Jurisdictional LMS has been prepared in coordination with FEMA Region IV and the Florida Division of Emergency Management to ensure that the Plan meets all applicable DMA 2000 and state requirements. A *Local Mitigation Plan Review Crosswalk*, found in **Appendix C**, provides a summary of federal and state minimum standards and notes the location where each requirement is met within the Plan.

1.2 PURPOSE

The purpose of the Volusia County Multi-Jurisdictional LMS is to:

- **Provide a comprehensive update to the *Volusia County Local Hazard Mitigation Plan*, as previously amended in 2020, that is compliant with federal and state requirements.**
  - This Plan is intended to assist participating jurisdictions to comply with requirements in order to expedite the response and recovery process. In addition, compliance is often required to obtain state and federal funding for pre-disaster mitigation projects and post-disaster situations. This Plan allows participating jurisdictions to quickly assemble the necessary grant application materials when seeking funding.

- **Provide a methodical, substantive approach to mitigation planning.**
  - The use of a methodical approach ensures that each step in the planning process builds upon the last, resulting in a high level of assurance that proposed mitigation actions have a valid basis.

- **Enhance public awareness and understanding of hazard mitigation planning.**
  - Engaging the public in the local mitigation planning process shapes the goals, objectives and policies in this Plan. Further, it provides a method for educating the public on how to protect themselves from the impacts of hazards.

- **Create a decision tool for management.**
  - This plan provides local managers, leaders and officials with the tools needed to reduce vulnerabilities to future hazard events.

- **Enhance local policies for hazard mitigation capability.**
  - The Capability Assessment found in Section 7 outlines the policies in Volusia County and the participating jurisdictions to reduce hazard vulnerability. Volusia County's participating jurisdictions aim to enhance and create policies to address mitigating the impacts of a hazard if such policies do not exist.

- **Assure inter-jurisdictional coordination of mitigation-related programming.**
  - By creating a Multi-Jurisdictional plan, this Plan ensures coordination of mitigation activities. This ensures that mitigation actions proposed or implemented by one jurisdiction will be compatible with the actions pursued by another.

- **Provide jurisdiction-specific hazard mitigation vulnerability assessments and actions.**
  - The vulnerability of each jurisdiction will be outlaid in the Vulnerability Assessment. Further, each jurisdiction, based on its vulnerability, will have actions to address hazard vulnerability.

1.3 SCOPE

The focus of the Volusia County Multi-Jurisdictional LMS is on those hazards deemed to be "high" or "moderate" risk as determined through a detailed hazard risk assessment conducted for Volusia County. Other hazards that pose a "low" or "negligible" risk will continue to be evaluated during future updates to the Plan, but they may not be fully addressed until they are determined to be of high or moderate risk. This enables Volusia County and its participating jurisdictions to prioritize mitigation actions based on those hazards which are understood to present the greatest risk to lives and property.

The geographic scope (i.e., the planning area) for the Plan includes all areas within the unincorporated jurisdiction of Volusia County and the participating incorporated municipalities: Daytona Beach, Daytona Beach Shores, DeBary, DeLand, Deltona, Edgewater, Holly Hill, Lake Helen, New Smyrna Beach, Oak Hill, Orange City, Ormond Beach, Pierson, Ponce Inlet, Port Orange and South Daytona. In addition, other entities, such as the Volusia County School District, Halifax Medical Center, various Advent Health locations, American Red Cross and the Daytona Beach International Airport participated in the planning process. See Section 2 for a full list of participating entities.

1.4 AUTHORITY

The Volusia County Multi-Jurisdictional LMS has been developed in accordance with current state and federal rules and regulations governing local hazard mitigation plans and has been adopted by Volusia County and its participating jurisdictions and partners in accordance with standard local procedures. The Plan shall be routinely monitored and revised to maintain compliance with the following provisions, rules and legislation:

- Section 322, Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as enacted by Section 104 of the Disaster Mitigation Act of 2000 (P.L. 106-390); and
- FEMA's Interim Final Rule published in the Federal Register on February 26, 2002, at 44 CFR Part 201.

1.5 SUMMARY OF PLAN CONTENTS

The contents of this Plan are designed and organized to be as reader-friendly and functional as possible. While significant background information is included in the processes used and studies completed (i.e., risk assessment, capability assessment), this information is separated from the more meaningful planning outcomes or actions (i.e., mitigation strategy, mitigation action plans).

Section 2: ***Planning Process***, provides a complete narrative description of the process used to prepare the Plan. This includes the identification of who was involved, who participated on the planning team, and how the public and other stakeholders were involved. It also includes a detailed summary for each of the key meetings held along with any associated outcomes.

The ***Community Profile***, located in Section 3, describes the general makeup of Volusia County, including prevalent geographic, demographic and economic characteristics. In addition, building characteristics and land use patterns are discussed. This baseline information provides a snapshot of the planning area and thereby assists local officials recognize those social, environmental and economic factors that ultimately play a role in determining community vulnerability to hazards.

The Risk Assessment is presented in three sections: Section 4: ***Hazard Identification***; Section 5: ***Hazard Profiles***; and Section 6: ***Vulnerability Assessment***. Together, these sections serve to identify, analyze and assess the overall risk posed to Volusia County and the participating jurisdictions from hazards. The risk assessment also attempts to define any hazard risks that may uniquely or exclusively affect specific areas of Volusia County or its participating jurisdictions and partners.

The ***Capability Assessment***, found in Section 7, provides a detailed analysis of the capacity in Volusia County and the participating jurisdictions to implement meaningful mitigation strategies and identifies existing opportunities to increase and enhance that capacity. Specific capabilities addressed in this section include planning and regulatory capability, staff and organizational (administrative) capability, technical capability, fiscal capability and political capability.

The ***Community Profile, Risk Assessment*** and ***Capability Assessment*** collectively serve as a basis for determining the goals for the Volusia County Multi-Jurisdictional LMS, each contributing to the development, adoption and implementation of a meaningful and manageable *Mitigation Strategy* that is based on accurate background information.

The ***Mitigation Strategy***, found in Section 8, consists of broad countywide goal statements as well as an analysis of hazard mitigation techniques for Volusia County and its participating jurisdictions and partners to consider in reducing hazard vulnerabilities. The Strategy provides the foundation for a detailed ***Mitigation Action Plan***, found in Section 9, which links specific mitigation actions for each County department or agency to locally assigned implementation mechanisms and target completion dates. Together, these sections are designed to make the Plan both strategic (through the identification of long-term goals) but also functional through the identification of short-term and immediate actions that will guide day-to-day decision-making and project implementation.

In addition to the identification and prioritization of possible mitigation projects, emphasis is placed on the use of program and policy alternatives to help make Volusia County and the participating jurisdictions less vulnerable to the damaging forces of hazards while improving the economic, social and environmental health of the community. The concept of multi-objective planning was emphasized throughout the planning process, particularly in identifying ways to link, where possible, hazard mitigation policies and programs with complimentary community goals related to disaster recovery, housing, economic development, recreational opportunities, transportation improvements, environmental quality, land development and public health and safety.

Section 10: ***Plan Maintenance Procedures*** includes the measures that Volusia County and the participating jurisdictions will take to ensure the Plan's continuous long-term implementation. The procedures also include the manner in which the Plan will be regularly evaluated and updated to remain a current and meaningful planning document.

SECTION 2 – PLANNING PROCESS

44 CFR Requirement

44 CFR Part 201.6(c)(1): The plan shall include documentation of the planning process used to develop the plan, including how it was prepared, who was involved in the process and how the public was involved.

This section describes the planning process undertaken by Volusia County in the development of the 2025 Multi-jurisdictional Local Mitigation Strategy. It consists of the following six subsections:

- **Overview of Hazard Mitigation Planning**
- **History of Hazard Mitigation Planning in Volusia County**
- **Preparing the 2025 Plan**
- **The Volusia Prepares Local Mitigation Strategy Working Group**
- **Community Meetings and Workshops**
- **Involving the Public and Identified Stakeholders**

2.1 OVERVIEW OF HAZARD MITIGATION PLANNING

Local hazard mitigation planning is the process of organizing community resources, identifying and assessing hazard risks and determining how to best minimize or manage those risks. This process results in a hazard mitigation plan that identifies specific mitigation actions, each designed to achieve both short-term planning objectives and a long-term community vision.

To ensure the functionality of a hazard mitigation plan, responsibility is assigned for each proposed mitigation action to a specific individual, department or agency along with a schedule or target completion date for its implementation. Plan maintenance procedures are established for the routine monitoring of implementation progress, as well as the evaluation and enhancement of the mitigation plan itself. These plan maintenance procedures ensure that the plan remains a current, dynamic and effective planning document over time that becomes integrated into the routine local decision-making process.

Mitigation planning offers many benefits, including:

- **Saving lives and property**
- **Saving money**
- **Speeding recovery following disasters**
- **Reducing future vulnerability through wise development and post-disaster recovery and reconstruction**
- **Expediting the receipt of pre-disaster and post-disaster grant funding**
- **Demonstrating a firm commitment to improving community health and safety**

Typically, mitigation planning is described as having the potential to produce long-term and recurring benefits by breaking the repetitive cycle of disaster loss. A core assumption of hazard mitigation is that

the investments made before a hazard event will significantly reduce the demand for post-disaster assistance by lessening the need for emergency response, repair, recovery and reconstruction. Furthermore, mitigation practices will enable local residents, businesses and industries to re-establish themselves in the wake of a disaster, getting the community economy back on track sooner and with less interruption.

The benefits of mitigation planning go beyond solely reducing hazard vulnerability. Measures such as the acquisition or regulation of land in known hazard areas can help achieve multiple community goals, such as preserving open space, maintaining environmental health and enhancing recreational opportunities. Thus, it is vitally important that any local mitigation planning process be integrated with other concurrent local planning efforts, and any proposed mitigation strategies must consider other existing community goals or initiatives that will help complement or hinder their future implementation.

2.2 HISTORY OF HAZARD MITIGATION PLANNING IN VOLUSIA COUNTY

Volusia County's hazard mitigation planning efforts began in 1997 with the formation of the Volusia Prepares Committee. The committee developed the first LMS in 1999 (adopted 2000), as part of the Florida Department of Community Affairs LMS Initiative. The previous version of the LMS, prior to the 2025 version, was updated and adopted in 2020.

2.3 PREPARING THE 2025 LMS

The 2025 LMS update was prepared by the East Central Florida Regional Planning Council with assistance from Volusia County Emergency Management Staff. The LMS Update process was led by Volusia County Emergency Management Plans Coordinator Aubrie Austin. The LMS plan was updated from June 2024 to January 2025.

Per the contractual scope of work[1], the consultant team utilized the mitigation planning process recommended by FEMA (Publication Series 386) and recommendations provided by Florida Division of Emergency Management mitigation planning staff. A Local Mitigation Plan Crosswalk, found in Appendix C, provides a detailed summary of FEMA's current minimum standards of acceptability for compliance with the DMA 2000 and notes the location of where each requirement is met within the Plan. These standards are based upon FEMA's Interim Final Rule as published in the Federal Register on February 26, 2002, in Part 201 of the 44 Code of Federal Regulations.

The 2025 LMS was prepared using an updated plan outline and incorporated relevant content from the 2020 LMS. The LMS Working Group updated various parts of the 2020 LMS, as exemplified below:

- *Stakeholders*
  The LMS Working Group identified additional stakeholders that would like to participate in the LMS update process. These stakeholders were invited to subsequent meetings.

- *Plan Outline*
  The LMS Working Group did not revise the plan outline that was proposed by the consultant.

[1] A copy of the negotiated contractual scope of work between Volusia County and ECFRPC is available through Volusia County upon request.

- *Hazards*
  The LMS Working Group decided to include natural hazards starting with the 2009 LMS update, per DMA 2K requirements. Additional manmade and technical hazards occurrences have been included because the rise in occurrences over past years. Many of these hazards are addressed through other emergency preparedness and response plans (e.g., Comprehensive Emergency Management Plan, Emergency Response Plan, Emergency Action Plan, etc.), but cascading impacts have increased the need for mitigation.

- *Hazards Identification Scoring (for reference)*
  In 2024, prior to this plan update, each jurisdiction reviewed the hazards scores that were included in the 2020 LMS (Comparison of Jurisdictional Relative Risk) and modified the scores for each hazard to reflect changes in the impacted area; probability of occurrence; and affects to the built and natural environment and economy.

- *Goals and Objectives*
  The LMS Working Group reviewed the goals and objectives as part of the 2025 update cycle. Through a series of meetings at the beginning of the update process, all goals and objectives were assessed, combined, and/or updated to better reflect the changing needs of the county.

- *Vulnerability Assessment*
  The Vulnerability Assessment was updated using property appraiser data, Resilient Florida Statute Guidelines, and NOAA/USACE predications, as well as the most recent local parcel data (October 2024) for GIS analysis. Hazard maps, hazards exposure and loss estimates were included when appropriate. See Sections 4, 5 and 6 for further information.

- *Hazard Mitigation Initiatives*
  The LMS Working Group decided to continue to use the Excel-based mitigation initiative status and scoring system. See Section 9 for further information.

- *LMS Working Group Bylaws and Operating Procedures (for reference)*
  The LMS Working Group updated the Bylaws and Operating Procedures in 2014 with the facilitated assistance from the consultant with changes made since the 2009 LMS update.

- *Capability Assessment*
  In 2009, a Capability Assessment was prepared, which was not included in the 2005 LMS. This assessment was updated for the 2020 LMS. A survey was conducted among the participating jurisdictions to update the 2025 LMS.

The process used to update this LMS included:

- Conducted the Preliminary Meeting with Volusia County Emergency Management to establish planning process, roles, responsibilities, etc. in preparation for the Kickoff Meeting.
- Conducted the Kickoff Meeting with the Volusia Prepares LMS Working Group
- Offered engagement opportunities for the general public
- Implemented the Vulnerability Assessment produced by the ECFRPC

- Updated the Capability Assessment
- Conducted Mitigation Strategy Meetings with the Volusia Prepares LMS Working Group and invited the general public to attend. The meetings focused on the plan outline and data collection process, as well as a review of the first draft of the updated 2025 plan.
- Developed the Mitigation Strategy with the LMS Working Group
- Updated the scores for the Mitigation Initiatives
- Updated the Mitigation Initiatives status and scoring of potential projects
- Updated the LMS Plan Maintenance process

Each of these planning steps resulted in critical work products and outcomes that collectively make up the Plan. These elements have been included as separate sections of the Plan (further described in Section 1: Introduction).

The jurisdictions will consider using content from the LMS into other planning initiatives.

2.4 VOLUSIA PREPARES LOCAL MITIGATION STRATEGY WORKING GROUP

To guide the development of this Plan, Volusia County reconvened its Volusia Prepares LMS Working Group that was created under past planning efforts. Since the previous update, some changes have been made to the LMS working group in terms of personnel. The LMS Working Group includes representatives of various public, private and non-profit organizations throughout the county. The LMS Working Group represents a community-based planning team made up of local government officials and other key stakeholders identified to serve as critical partners in the planning process.

Opportunities were provided for all Volusia County jurisdictions, agencies, businesses, academia and other interested parties to participate in the LMS update process. All Volusia Prepares information is emailed to city managers, business owners, chambers of commerce, agencies, non-profits, emergency managers and other county partners.

Several non-profits (e.g., American Red Cross, Volusia Interfaiths/Agencies Networking in Disaster and United Cerebral Palsy) have participated in the LMS update process and have approved initiatives in the LMS. There is a Volusia Prepares Business group that has developed a Business Operations Center and emergency business database. They've also held several business planning workshops.

Beginning in June 2024, the LMS Working Group members engaged in regular discussions as well as local meetings and planning workshops to discuss and complete tasks associated with preparing the Plan. This working group coordinated together on all aspects of plan preparation and provided valuable input to the process. In addition to regular meetings, committee members routinely communicated and were kept informed through an e-mail distribution list and Internet Web site.

Specifically, the tasks assigned to the LMS Working Group members included:

- Participate in LMS update meetings and workshops.
- Provide best available data.
- Help complete the Capability Assessment Survey and provide copies of any mitigation or hazard-related documents for review and incorporation into the Plan.

- Support the development of the Mitigation Strategy, including the design and adoption of community goal statements.
- Help design and propose appropriate mitigation actions for their department/agency for incorporation into the Mitigation Action Plan. Provide a status update and assign a priority score to existing Mitigation Actions.
- Review and provide timely comments on all study findings and draft plan deliverables.
- Support the adoption of the 2025 Volusia County Multi-Jurisdictional Local Mitigation Strategy by all participating jurisdictions.

In addition to these tasks, the Volusia Prepares LMS Working Group consists of a subcommittee responsible for the integration of the County's Program for Public Information (PPI) report into the workflow of the Volusia Prepares Working Group. This includes the creation of an annual report that reviews the status and applicability of the plan.

Table 2.1 lists the members of the Volusia County Prepares LMS Working Group who were responsible for participating in the development of the Plan.

TABLE 2.1: Volusia County Prepares LMS Working Group

NAME	JURISDICTION	Email
Justin Barton	Daytona Beach	bartonjustin@codb.us
Angie Sehenuk	Daytona Beach	sehenukangie@codb.us
Lori Irwin	Daytona Beach Shores	lirwin@cityofdbs.org
Amy Long	DeBary	awilliamson@debary.org
David Hamstra	DeBary	david@PegasusEngineering.net
Mike Grebosz	DeLand	greboszm@deland.org
Kieu Moses	DeLand	mosesk@deland.org
Jonathan Jacob	DeLand	jacobj@deland.org
Sue Houle	Deltona	shoule@deltonafl.gov
Bill Snyder	Deltona	bsnyder@deltonafl.gov
Tyna Lynn Hilton	Edgewater	thilton@cityofedgewater.org
Sandy Camp	Edgewater	scamp@cityofedgewater.org
Jeff Miller	Holly Hill	jmiller@hollyhillfl.org
Steve Juengst	Holly Hill	sjuengst@hollyhillfl.org
Jim Gleason	Lake Helen	jgleason@lakehelen.org
David Hamstra	New Smyrna Beach	david@pegasusengineering.net
Kyle Fegley	New Smyrna Beach	kfegley@cityofnsb.com
Mark Bell	Oak Hill	publicworks@oakhillfl.gov
John Peters	Orange City	jpeters@orangecityfl.gov
Joseph Ruiz	Orange City	jruiz@ourorangecity.com
Ronnie Long	Orange City	rlong@orangecityfl.gov
Loretta Moisio	Ormond Beach	Loretta.Moisio@ormondbeach.org

TABLE 2.1: Volusia County Prepares LMS Working Group		
NAME	**JURISDICTION**	**Email**
Robin Gawel	Ormond Beach	Robin.Gawel@ormondbeach.org
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Ami Pierce	Ponce Inlet	apierce@ponce-inlet.org
Valerie Duhl	Port Orange	vduhl@port-orange.org
Marget Tomlinson	Port Orange	mtomlinson@port-orange.org
Becky Witte	South Daytona	bwitte@southdaytona.org
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Nancy Church	Volusia County GIS	nchurch@volusia.org
Jill Hemmerlein	Volusia County Growth and Resource Management CRS Coordinator	jhemmerlein@volusia.org
Arden Fontaine	Volusia County Public Works	afontaine@volusia.org
David Linkinhoker	Volusia County Recovery and Resiliency	dlinkinhoker@volusia.org
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Pat White	Aptim	Patricia.white@aptim.com
Karen Feaster	Daytona Beach Intl Airport	kfeaster@volusia.org
McKenna Korzeniewski	East Central Florida Regional Planning Council	MKorzeniewski@ecfrpc.org
Michelle Cechowski	East Central Florida Regional Planning Council	mcechowski@ecfrpc.org
Austin Beeghly	FDEM	Austin.Beeghly@em.myflorida.com
Elizabeth Caison	FDEM	Elizabeth.Caison@em.myflorida.com
Stephen Civitelli	Florida Health Department - Volusia	Stephen.Civitelli@flhealth.gov
Tim MacHardy	Mosquito Control	Tmachardy@volusia.org
Cammie Dewey	St. Johns River WMD	cdewey@sjrwmd.com
Jim Cannon	St. Johns River WMD	Jcannon@sjrwmd.com
Jim Peterson	St. Johns River WMD	JPeterson@sjrwmd.com
Mike McMunigle	St. Johns River WMD	MJMcMuni@sjrwmd.com

2.5 COMMUNITY MEETINGS AND WORKSHOPS

The preparation of this Plan required a series of meetings and workshops for facilitating discussion, gaining consensus and initiating data collection efforts with local government staff, community officials and other identified stakeholders. More importantly, the meetings and workshops prompted continuous input and feedback from relevant participants throughout the drafting stages of the Plan. Below is a summary of the key meetings and community workshops held during the development of the plan update.

In many cases, routine discussions and additional meetings were held by local staff to accomplish planning tasks specific to their department or agency, such as the approval of specific mitigation actions for their jurisdiction, department or agency to undertake and include in the Mitigation Action Plan. Preplanning efforts began in January 2024. The LMS Working Group was notified in the first quarter meeting that the LMS update was this year, and their participation was vital to the plan's success.

The following is a summary of the meetings that occurred during the LMS update planning process. Meeting invitations, agendas, minutes and rosters are provided in Appendix D.

Volusia Prepares Kickoff Meeting
June 21, 2024
The Kickoff Meeting was held at the Volusia Emergency Operations Center, 3825 Tiger Bay Road and was attended by the LMS Working Group. The primary purpose of the meeting was to explain the proposed planning process in detail, describe individual roles and responsibilities and begin initial data collection efforts. The LMS Working Group was asked to identify additional stakeholders, new plans, data and studies to incorporate into the LMS update.

Public Kickoff Meeting
September 20, 2024
The Working Group's Quarter 3 Meeting was open to the public. This meeting was held at the Volusia County Emergency Operations Center. The goal was to begin the public engagement process. The objective was to inform the Working Group and the public on the progress made up to that point and to discuss any updates needed to the priority project list.

Public Engagement Meetings
November 25 and 26, 2024
Two public meetings were held to inform the public of the planning process and the overall scope of the 2025 Volusia County Local Mitigation Strategy. Maps and a draft plan were provided and general items within the plan were discussed. Special attention was given to community members' needs and recommendations for the plan.

Volusia Prepares Meeting #2 and Conclusion Meeting for Public
December 13, 2024

The next Local Mitigation Strategy Meeting was held at the Volusia County Emergency Operations Center, 3825 Tiger Bay Road. The purpose of this meeting was to show the jurisdictions and the public the draft plan and obtain comments and feedback.

The final opportunity for public comment will take place at the County Council meeting when the plan is presented for formal adoption. Upcoming community outreach efforts will focus on including the concepts of mitigation in current public information activities, and to make the public aware of this planning process, its goals and objectives, and opportunities for public input at every possible occasion.

2.6 INVOLVING THE PUBLIC AND IDENTIFIED STAKEHOLDERS

A press release was issued from Volusia County Community Information, by the Volusia County Public Information Officer, to invite the public to participate in the LMS development and provide comments on the LMS. The press release included background information about the LMS process, the agenda topics, date, time and location information. Public feedback was accepted by emails, in meetings, in surveys, or by contacting the LMS Coordinator. In addition, the LMS was also placed on the Volusia County Emergency Management's Website.

The public and community stakeholders were invited to "Public Meetings" during the LMS planning process (see Appendix D). These meetings were hosted at two different public library locations to reach different parts of the community. Additionally, they were hosted at different times of the day, one evening and one morning, to accommodate various residents.

The public was also invited to the Volusia Prepares meetings conducted on September 20th and December 13th at the Volusia County EOC.

VCEM engaged community leaders from low-income and underserved communities to request input on the risks and hazards over the 5-year planning period. The survey was distributed to these partners as a way to report local experiences of hazard events (see Appendix D).

SECTION 3 – COMMUNITY PROFILE

This section of the Plan provides an overview of Volusia County, Florida. It consists of the following five subsections:

- **Geography and the Environment**
- **Population and Demographics**
- **Housing, Infrastructure and Land Use**
- **Employment and Industry**
- **Development Trends**

A variety of resources were used to obtain reliable data and information about the community's profile and demographics. To develop this plan, sources such as the U.S. Census, BEBR reports, and Volusia County Property Appraiser information, were utilized.

3.1 GEOGRAPHY AND THE ENVIRONMENT

Volusia County was established in 1854 as a prosperous steamboat landing area. It lies on the central coast of eastern Florida and is comprised of 1,103 square miles of land and 329 square miles of water (bounded to the north and south by the coastal counties of Flagler and Brevard). Several counties border Volusia County to the west including Putnam, Marion, Lake and Seminole. The County is located approximately 40 miles from Orlando, 95 miles from Jacksonville and 105 miles from Tampa, Florida.

There are 16 incorporated areas within Volusia County, of which Deltona is the largest in terms of population. An orientation map of the Volusia County study area is provided as **Section 3 Figure 1**. The participating jurisdictions in this plan include Daytona Beach, Daytona Beach Shores, DeBary, Deland Deltona, Edgewater, Holly Hill, Lake Helen, New Smyrna Beach, Oak Hill, Orange City, Ormond Beach, Pierson, Ponce Inlet, Port Orange, South Daytona, and the unincorporated area of Volusia County.

Forest land accounts for approximately 56 percent of the land area in Volusia County[1]. There is an abundance of public land in Volusia County. For example, the northern portion of the county, abutting Flagler County, is located in the North Peninsula State Recreation Area. In addition, the southern coastal portion of the county, adjacent to Brevard County, is part of the Canaveral National Seashore.

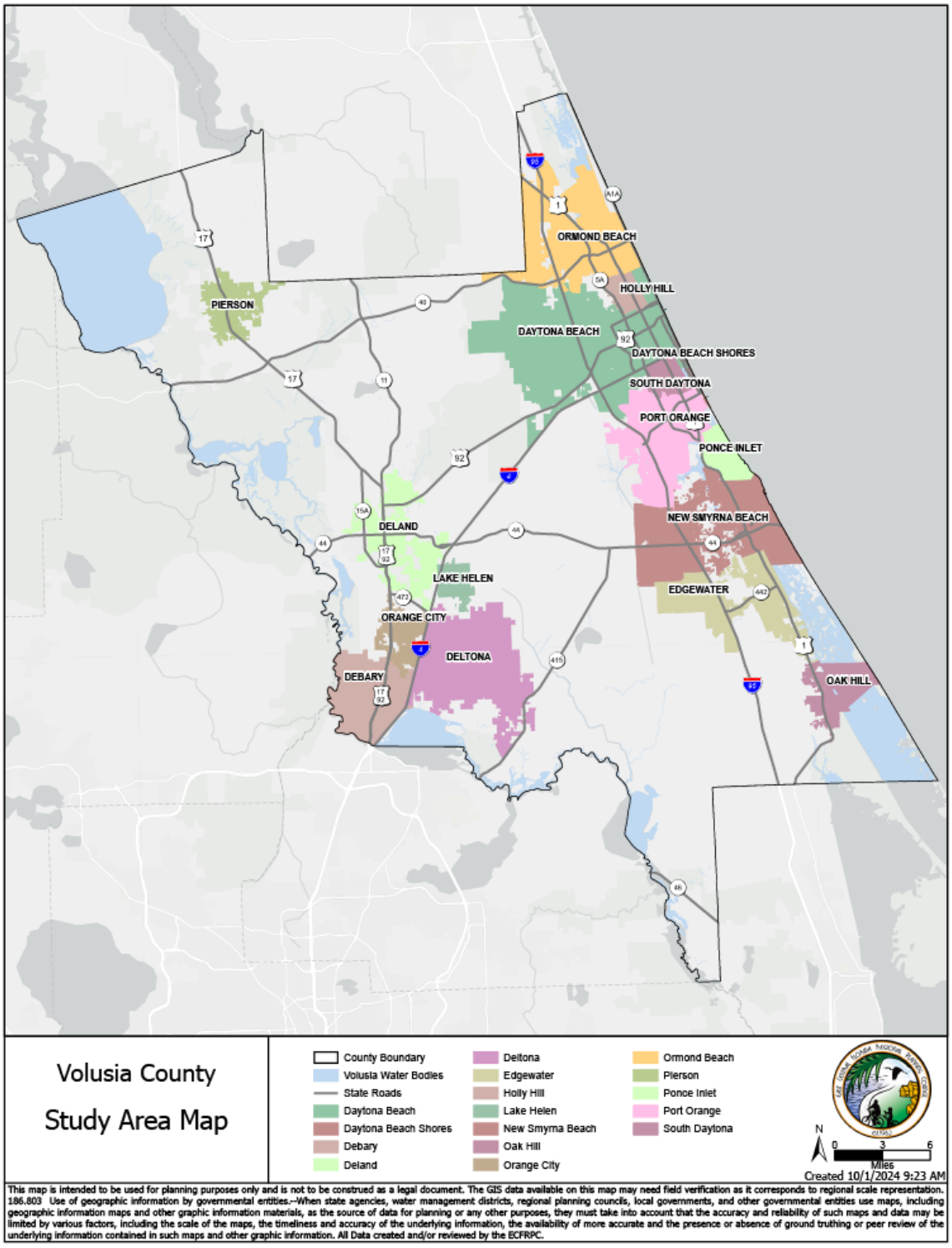
The climate in Volusia County is considered sub-tropical with generally warm, humid temperatures year-round. The average winter temperature is 61 degrees Fahrenheit. The average summer temperature is 81 degrees Fahrenheit, though it typically exceeds 90 degrees Fahrenheit in the months of June, July, and August. The average annual precipitation is 53.83 inches.

[1] http://www.freshfromflorida.com

The dominant surface water resources in Volusia County are Mosquito Lagoon, Lake George (37,884 acres), Lake Monroe (5,423 acres), and Lake Harney (3,210 acres)[2]. There are many other water areas throughout the County, which are fed by numerous creeks, bayous and other minor tributaries.

[2] Volusia County Comprehensive Plan, Figure 1-2 Legend for Water Bodies

Section 3: Figure 1: Volusia County Study Area Map



Source: Volusia County GIS, ECFRPC GIS

3.2 POPULATION AND DEMOGRAPHICS

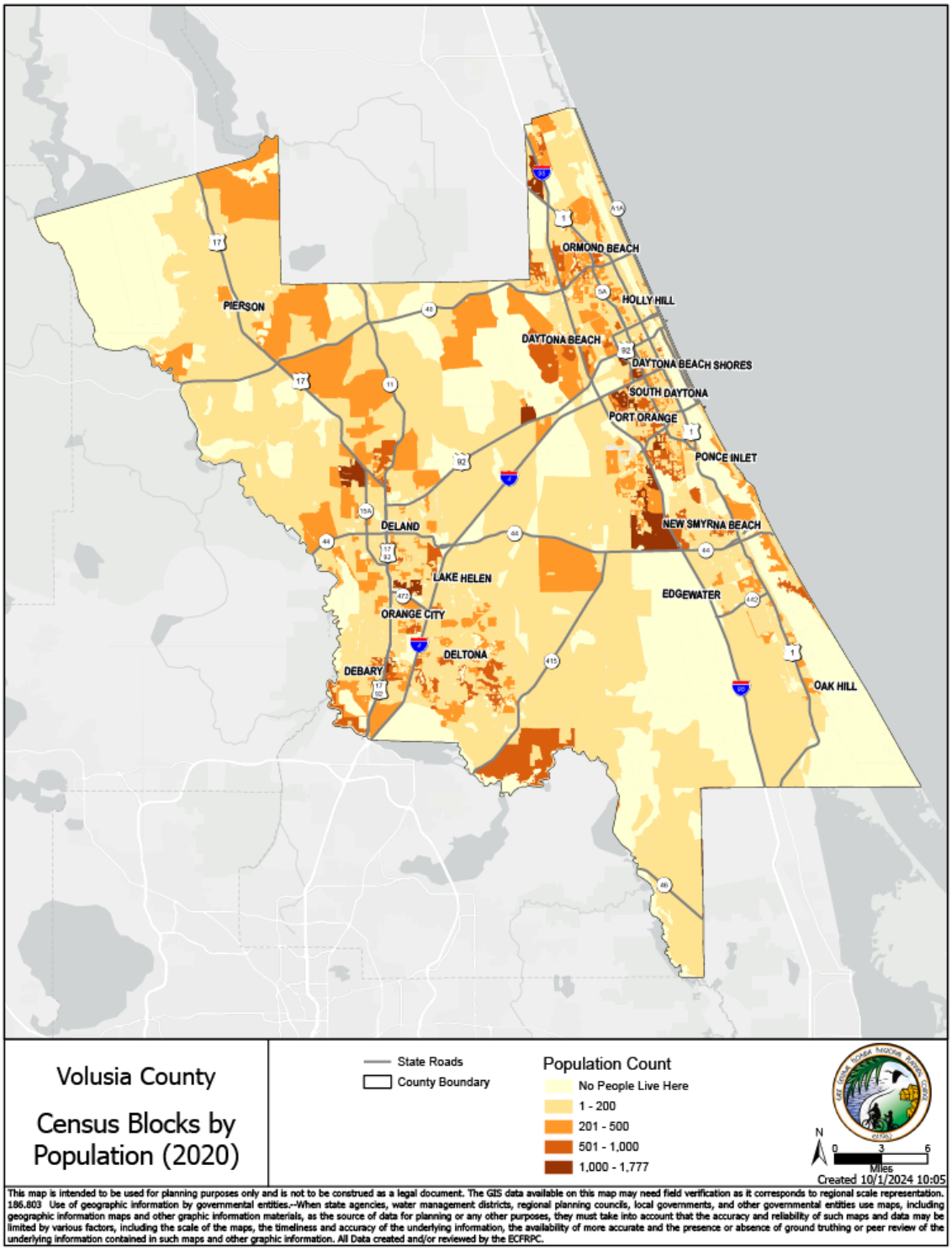
According to the U.S. Census Bureau, the 2023 estimated population of Volusia County was 590,357. This represents a 6.7 percent increase from 2020, when the population was 553,537. **Section 3: Table 1** provides the 2020 populations of the cities and unincorporated areas within Volusia County, along with the 2023 population estimates as provided by the U.S. Census Bureau. In addition, **Section 3: Figure 2** shows the population distribution in Volusia County.

Section 3: Table 1: Population of Cities and Unincorporated Areas in Volusia County[3]

JURISDICTION	2020 POPULATION	2023 POPULATION ESTIMATE
Daytona Beach	71,586	82,485
Daytona Beach Shores	5,120	5,194
DeBary	22,255	23,209
DeLand	37,786	43,009
Deltona	93,701	98,739
Edgewater	23,111	23,636
Holly Hill	12,970	13,075
Lake Helen	2,843	2,964
New Smyrna Beach	30,210	32,655
Oak Hill	2,011	2,128
Orange City	12,631	14,928
Ormond Beach	43,070	44,277
Pierson	1,540	1,558
Ponce Inlet	3,365	3,450
Port Orange	62,619	65,966
South Daytona	12,852	13,781
Unincorporated	115,867	119,303

[3] U.S. Census Bureau, Population Division (May 2024) & University of Florida Bureau of Economic and Business Research (January 2024). https://bebr.ufl.edu/wp-content/uploads/2024/01/projections_2024.pdf

Section 3: Figure 2: Population of Cities and Unincorporated Areas in Volusia County



Source: U.S. Census Bureau (2020)

According to the 2022 U.S. Census American Community Survey, the median age for the County was 46.6 years. This is higher than the Florida median age of 42.7 years of age. It is estimated that 25.4 percent of the County's population is made up of persons that are 65 years old and over, which is higher than the State figure of 21.6 percent.

The racial mix in Volusia County is predominately white, but has other populations. White persons make up 70.4 percent of the County's population. Black or African American persons accounted for 10.1 percent of the Volusia County population, less than the state percentage of 15.0 percent. Asians comprised 2.0 percent of the population compared to the State's 2.9 percent. People of two or more races comprise 7.6 percent of the population in the County.

According to the Census American Community Survey, in 2022 there were 2.7 people per household. There were 2.32 people per household according to the 2010 U.S. Census.

Section 3: Table 2: Average Number of Persons Per Household

JURISDICTION	AVERAGE NUMBER OF PERSONS PER HOUSEHOLD
Daytona Beach	2.7
Daytona Beach Shores	2.2
DeBary	2.7
DeLand	2.9
Deltona	3.2
Edgewater	2.6
Holly Hill	2.5
Lake Helen	2.5
New Smyrna Beach	2.4
Oak Hill	1.7
Orange City	2.6
Ormond Beach	2.5
Pierson	2.9
Ponce Inlet	2.1
Port Orange	2.6
South Daytona	2.7
Unincorporated	2.8

Source: U.S. Census Bureau

3.3 HOUSING, INFRASTRUCTURE, AND LAND USE

3.3.1 Housing

According to the Census Bureau's 2022 American Community Survey, there are 273,835 housing units in Volusia County. Of these structures, 68.8 percent are single-unit and 22.7 percent are multi-unit. The remaining 8.5 percent are mobile homes or other types of housing. The median value of owner-occupied housing units was $251,400, compared to the $178,700 average in Florida and the $193,500 national average.[4]

3.3.2 Infrastructure

Infrastructure is categorized in this Plan as Transportation and Utilities, as these elements are vital in a disaster event, both for evacuation and for response and recovery efforts. Volusia County is endowed with multi-modes of transportation and has several utility providers.

Transportation

Volusia County has several transportation options whether traveling by automobile, rail, or air. There are two federal interstates which run through the County: Interstate 95 runs north to south along the coast, and Interstate 4 runs northeast, connecting the County to Orlando, and merging with I-95 near Daytona Beach. There are also four federal highways (U.S. 1, U.S. 17, U.S. 40 and U.S. 92). There are also four major railway transportation providers (Amtrak, CSX, Florida East Coast Railway, and SunRail), and a number of regional airports. The major area airport is Daytona Beach International Airport. In addition, Port Canaveral, a deep-water port, and one of the busiest cruise ports in the world, is located about 70 miles south of Volusia County in Brevard County.

Utilities

Florida Power and Light, Duke Energy, City of New Smyrna Beach Utilities Commission, and Clay Electric Cooperative serve the electricity needs in Volusia County. The natural gas suppliers are Florida Public Utilities and TECO People's Gas. Water and sewer services are provided by a number of different sources including Volusia County Utilities, North Peninsula Utilities Corporation, and municipal governments.

[4] https://data.census.gov/table/ACSDP5Y2022.DP04?g=050XX00US12127&d=ACS%205-Year%20Estimates%20Data%20Profiles

3.3.3 Land Use

Section 3: Table 2 shows the current vacant commercial, industrial, institutional, other, and residential land in Volusia County as of 2024 rounded up to the nearest whole numbers.

Section 3: Table 3: Vacant Land in Acres Throughout Volusia County

JURISDICTION	VACANT COMMERCIAL	VACANT INDUSTRIAL	VACANT INSTITUTIONAL	VACANT OTHER	VACANT RESIDENTIAL
Daytona Beach	1488	241	95	6830	817
Daytona Beach Shores	25	0.5	0.7	137	10
DeBary	298	46	-	739	491
DeLand	447	127	30	2084	676
Deltona	576	152	9	1691	1165
Edgewater	464	220	2	1360	518
Holly Hill	67	31	0.6	45	96
Lake Helen	100	-	7	185	631
New Smyrna Beach	654	150	15	2978	626
Oak Hill	143	-	3	796	479
Orange City	827	91	0.8	259	236
Ormond Beach	651	63	5	2947	628
Pierson	65	-	0.8	900	745
Ponce Inlet	17	-	4	221	67
Port Orange	514	42	130	2127	311
South Daytona	125	9	1	73	39
Unincorporated Area	1735	333	41	6305	40339

Source: Volusia County Property Appraiser, ECFRPC

3.4 EMPLOYMENT AND INDUSTRY

Volusia County began as a prosperous steamboat landing town in the early 1800s. Today, employment is based largely in the public sector. According to the 2022 American Community Survey, the civilian labor force in Volusia County is approximately 255,301. The top employers are Volusia County Schools, and the local hospital systems.

From an industry perspective, the main economic sources for the county are educational services, and health care and social assistance (21.7%); Retail trade (13.6%); Professional, scientific, and management, and administrative and waste management services (12.4%); and Arts, entertainment, and recreation, and accommodation and food services (11.5%).[5]

In 2022, the estimated median household income for Volusia County was $64,601, less than the State at $72,200 and U.S. medians of $80,610.[6]

[5] https://data.census.gov/table/ACSDP5Y2022.DP03?g=050XX00US12127&d=ACS%205-Year%20Estimates%20Data%20Profiles

[6] https://fred.stlouisfed.org/series/MHIFL12127A052NCEN

3.5 DEVELOPMENT TRENDS

Volusia County experienced substantial growth between 2000 and 2005 followed by a sharp decline in growth between 2009 and 2012, as indicated by U.S. Census residential building permit data. Growth has generally rebounded since 2013.

Section 3: Table 4: Annual Residential Building Permit Data, Volusia County

YEAR	TOTAL RESIDENTIAL UNITS	YEAR OVER YEAR CHANGE
2000	3,147	---
2001	5,112	+ 1,965
2002	4,171	-941
2003	5,112	+ 941
2004	4,920	- 192
2005	5,186	+ 266
2006	2,961	- 2,225
2007	1,577	- 1,384
2008	1,053	- 524
2009	600	- 453
2010	653	+ 53
2011	539	- 114
2012	760	+ 221
2013	1,307	+ 547
2014	1,205	- 102
2015	987	- 218
2016	1,077	+ 90
2017	1,496	+ 419
2018	1,598	+ 102
2019	1,928	+ 105
2020	2,035	+ 107
2021	2,759	+724
2022	3,519	+ 760
2023	3,232	-287
2024	2,574	-658

Source: U.S. Census Bureau, 2013-2017 ACS; Volusia County Connect Permits[7]

For a list of new developments in Volusia County please visit the Land Development section of the Volusia County Growth and Resource Management Department website at the following link: http://www.volusia.org/services/growth-and-resource-management/planning-and-development/land-development/

[7] https://connectlivepermits.org/citizenportal/app/public-search on 12/18/2024

SECTION 4 – HAZARD IDENTIFICATION

This section is the first of three sections that assess the risk of Volusia County and the participating jurisdictions to hazards. This section identifies a wide range of hazards that could potentially impact the County. Section 5: ***Hazard Profiles*** provides more detailed information about how the identified hazards specifically impact the County and participating jurisdictions. Section 6: ***Vulnerability Assessment*** provides detailed analyses results that indicate the number of damages that could occur in the County because of the identified hazards. Together, these sections serve to identify, analyze and assess the overall risk posed to Volusia County and the participating jurisdictions from hazards. The risk assessment also attempts to define any hazard risks that may uniquely or exclusively affect specific areas of Volusia County or its participating jurisdictions and partners.

Volusia County and the participating jurisdictions are vulnerable to a wide range of natural hazards[1] that threaten life and property. Upon a review of the full range of natural hazards suggested under FEMA planning guidance, Volusia County and the participating jurisdictions have identified several hazards that are to be addressed in this Multi-Jurisdictional LMS. These hazards were identified through an extensive process that utilized input from the Local Mitigation Strategy Working Group (LMS Working Group) members, research of past disaster declarations in the County, a review of previous hazard mitigation plans in the County, and a review of the current Florida Hazard Mitigation Plan. Readily available online information from reputable sources such as federal and state agencies was also evaluated to supplement information from these key sources.

Section 4: Table 1 lists the full range of natural hazards initially identified for consideration in the Plan and provides a brief description for each. This table includes seventeen (17) individual hazards categorized by the following types: natural, technological, and manmade. Some of these hazards are interrelated or cascading (i.e., hurricanes can cause flooding, storm surge and tornadoes). It should also be noted that some hazards, such as extreme temperature may impact a large area yet cause little damage, while other hazards, such as tornadoes, may impact a small area yet cause extensive damage.

Section 4: Table 1: Descriptions of the Full Range of Initially Identified Hazards

HAZARD	DESCRIPTION
Natural	
Agriculture	Agriculture includes Infestations, Invasive Species, and Diseases Infestation or disease in agriculture is when biological entities such as insects, rodents, bacteria or viruses significantly increase in a given area, affecting crops to the point where human and animal health is threatened, valuable crops may be damaged or significant environmental resources may be lost.
Coastal Erosion	Landward displacement of a shoreline caused by the forces of waves and currents define coastal erosion. Coastal erosion is measured as the rate of change in the

[1] FEMA's current regulations and interim guidance under the Disaster Mitigation Act of 2000 (DMA 2000) require, at a minimum, an evaluation of a full range of natural hazards. An evaluation of human-caused hazards (e.g., technological hazards, terrorism, etc.) is encouraged, though not required, for plan approval. Volusia County has focused solely on natural hazards at this time. Incorporation of human-caused hazards may be evaluated in future versions of the plan, as it is a "living document" which will be monitored, evaluated and updated regularly.

HAZARD	DESCRIPTION
	position or horizontal displacement of a shoreline over a period. It is generally associated with episodic events such as hurricanes and tropical storms, nor'easters, storm surges and coastal flooding but may also be caused by human activities that alter sediment transport. Construction of shoreline protection structures can mitigate the hazard but may also exacerbate it under some circumstances.
Drought	A drought is a prolonged period of less than normal precipitation such that the lack of water causes a serious hydrologic imbalance. Common effects of drought include crop failure, water supply shortages, and fish and wildlife mortality. High temperatures, intense winds, and low humidity can worsen drought conditions and make areas more susceptible to wildfire. Human demands and actions can hasten or mitigate drought-related impacts on local communities.
Extreme Temperature	Extreme temperature generally refers to temperatures that are unusually high or low compared to typical weather conditions for a specific location and time of year. However, defining what constitutes "extreme" can be challenging due to context, location, history, and duration. Volusia County defines extreme temperature in two ways. • Extreme cold may include snow, sleet, freezing rain, or a mix of these wintry forms of precipitation. Ice storms occur when moisture falls and freezes immediately upon impact on trees, power lines, communication towers, structures, roads and other hard surfaces. Winter storms and ice storms can down trees, cause widespread power outages, damage property, and cause fatalities and injuries to human life. • Extreme heat is defined as temperatures that hover 9 degrees or more above the average high temperature of 90°F for the region and last for 3 or more consecutive days. Humid or muggy conditions, which add to the discomfort of high temperatures, occur when a "dome" of high atmospheric pressure traps hazy, damp air near the ground.
Flood	The accumulation of water within a water body results in the overflow of excess water onto adjacent lands, usually floodplains, causing flood or rising waters in various ways. Floods have three categories: riverine, coastal, or shallow flooding (which includes sheet flow, ponding, and urban drainage). A floodplain is the land adjoining the channel of a river, stream ocean, lake or other watercourse or water body that is susceptible to flooding.
Public Health Emergencies	Public health emergencies consist of disease and pandemic outbreaks. They may be accidental, natural, or intentional. Under section 319 of the Public Health Service Act (42 U.S.C § 319), the Secretary of the Department of Health and Human Services (HSS) can declare a public health emergency. This can include medical surges (often from mass casualty events) that require hospitals to act beyond normal capacity.
Rising Coastal Waters	Rising coastal waters is a hazard that refers to unprecedented water levels along the coast, usually leading to inland affects. This hazard encompasses: • Storm surge is a large dome of water often 50 to 100 miles wide and rising anywhere from four to five feet in a Category 1 hurricane up to more than 30 feet in a Category 5 storm. Storm surge heights and associated waves are also dependent upon the shape of the offshore continental shelf (narrow or wide) and the depth of the ocean bottom (bathymetry). A narrow shelf, or one that drops steeply from the shoreline and subsequently produces deep

HAZARD	DESCRIPTION
	water close to the shoreline, tends to produce a lower surge but higher and more powerful storm waves. Storm surge arrives ahead of a storm's actual landfall and the more intense the hurricane is, the sooner the surge arrives. Storm surge can be devastating to coastal regions, causing severe beach erosion and property damage along the immediate coast. • Sea level rise is caused by warming of the earth's climate, the associated thermal expansion of water molecules, and generally impacts coastal, lagoon-adjacent and river-adjacent areas that are hydrologically connected to the ocean. Sea level rise has been observed over the past few decades in Central Florida, including Volusia County. Projections by NOAA and the U.S. Army Corps of Engineers depict varying levels of sea level rise by the year 2100. As part of this plan, sea level rise and sea level rise-plus storm surge are analyzed. • Tsunamis are a wave or series of waves mostly caused by an earthquake or by a large undersea landslide, volcanic eruption or other undersea disturbance. From the area of disturbance, tsunami waves will travel outward in all directions and can originate hundreds or even thousands of miles away from affected coastal areas.
Severe Weather	Severe weather refers to any significant or intense weather conditions that can cause damage, disruption, or pose a threat to safety. It encompasses a range of phenomena that are more extreme than typical weather conditions. Volusia County experiences severe weather in a variety of ways. • A hail event produces hailstones that fall to the ground. Hail forms when updrafts in thunderstorms carry raindrops into parts of the atmosphere where the temperatures are below freezing. • Lightning is a discharge of electrical energy resulting from the buildup of positive and negative charges within a thunderstorm, creating a "bolt" when the buildup of charges becomes strong enough. This flash of light usually occurs within the clouds or between the clouds and the ground. A bolt of lightning can reach temperatures approaching 50,000 degrees Fahrenheit. Lightning rapidly heats the sky as it flashes, but the surrounding air cools following the bolt. This rapid heating and cooling of the surrounding air causes thunder. On average, 73 people are killed each year by lightning strikes in the United States. • Thunderstorms are caused by air masses of varying temperatures meeting in the atmosphere. Rapidly rising warm and moist air fuels the formation of thunderstorms. They can move through an area very quickly or linger for several hours.
Tornado	A tornado is a violently rotating column of air that has contact with the ground and is often visible as a funnel cloud. Its vortex rotates cyclonically with wind speeds ranging from as low as 40 mph to as high as 300 mph. Tornadoes are most often generated by thunderstorm activity when cool, dry air intersects and overrides a layer of warm, moist air forcing the warm air to rise rapidly. The destruction caused by tornadoes ranges from light to catastrophic depending on the intensity, size, and duration of the storm.
Tropical Cyclones	Hurricanes and tropical storms are classified as tropical cyclones and defined as any closed circulation developing around a low-pressure center in which the winds rotate

HAZARD	DESCRIPTION
	counterclockwise in the Northern Hemisphere (or clockwise in the Southern Hemisphere) and with a diameter averaging 10 to 30 miles across. When maximum sustained winds reach or exceed 39 miles per hour, the system is designated a tropical storm, given a name, and is closely monitored by the National Hurricane Center. When sustained winds reach or exceed 74 miles per hour the storm is deemed a hurricane. The primary damaging forces associated with these storms are high-level sustained winds, heavy precipitation and tornadoes. Coastal areas are also vulnerable to the additional forces of storm surge, wind-driven waves and tidal flooding which can be more destructive than cyclone wind. Most hurricanes and tropical storms form in the Atlantic Ocean, Caribbean Sea and Gulf of Mexico during the official Atlantic hurricane season, which extends from June through November.
Wildland Fire	An uncontrolled fire burning in an area of vegetative fuels such as grasslands, brush, or woodlands. Heavier fuels with high continuity, steep slopes, high temperatures, low humidity, low rainfall, and high winds all work to increase risk for people and property located within wildfire hazard areas or along the urban/wildland interface. Wildfires are part of the natural management of forest ecosystems, but most are caused by human factors. Over 80 percent of forest fires started by negligent human behavior such as smoking in wooded areas or improperly extinguishing campfires. The second most common cause for wildfire is lightning.
Manmade	
Civil Disturbance	Events of civil disturbances can be classified as armed violence, riots, protests, and threats against the military or the government. The proper planning and prevention methods aid in the mitigation of such events. For threats of civil disturbance utilizing armed violence, it is likely that a joint jurisdictional management of operations will take effect, coordinated at the county level between the Sheriff's Office, Florida Department of Law Enforcement (FDLE), and the Office of Emergency Management. Civil disturbances can occur due to socio-economic, political or other reasons. These types of events typically occur in public places.
Mass Migration	Mass-migration occurs when persons of one geographic area move in large numbers to another geographic location.
Terrorism	Terrorism includes any attempt to attack, cripple or damage public goods, public infrastructure or citizens on a large scale. Defined in the Code of Federal Regulations as "the unlawful use of force and violence against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in furtherance of political or social objectives" (28 C.F.R. Section 0.85). The various forms of terrorism Volusia County may experience come in four forms. • Agro-Terrorism: The deliberate introduction of disease-causing organisms and chemicals into the food supply through agriculture. It could impact the public if crops or agricultural foods contaminated with disease-causing organisms were to enter the food chain. • Cyber Terrorism: Unlawful attacks and threats of attack against computers, networks, and the information stored therein; and used to intimidate or coerce a government or its people in furtherance of political or social objectives.

HAZARD	DESCRIPTION
	• Domestic Terrorism: Violent, criminal acts committed by individuals and/or groups to further ideological goals stemming from domestic influences, such as those of a political, religious, social, racial, or environmental nature. • International Terrorism: Violent, criminal acts committed by individuals and/or groups who are inspired by, or associated with, designated foreign terrorist organizations or nations (state-sponsored).
Technological	
Coastal Oil Spill	An oil spill is the release of liquid petroleum into the environment, typically the ocean, rivers, or lakes. These spills can result from various incidents, including accidents involving oil tankers, offshore drilling rigs, pipelines, storage facilities, or during the extraction process. Oil spills can have severe environmental, economic, and health impacts. While oil spills would primarily affect the Gulf coast of Florida, oil spills can negatively affect tourism and ecological conditions on the Atlantic coast of Florida.
Critical Infrastructure Failure	Public utilities provide critical services such as drinking water, stormwater and wastewater collection/treatment, electric power, transportation, supply chains systems that support food and fuel, and communications. These services contribute to the economic well-being and public health/safety of the communities they serve. A utility service disruption can be a cascading emergency from an event such as a cyber-terrorism or a hurricane. Widespread power outages can occur without warning. Generally warning times will be short in the case of technological failure, such as a fire at a sub-station, traffic accident, human error, or terrorist attack. In cases where a power failure is caused by natural hazards, greater warning time is possible. For example, high wind events such as tornados and hurricanes often cause widespread power failure and are often forecasted before they affect a community so that residents can prepare.
HazMat / Industrial Incident	Hazardous material (HazMat) includes events when liquid, solid or gaseous chemicals that are harmful or fatal to humans or ecological infrastructure disperse into the atmosphere.

SPECIAL NOTE: The plan omits hazards that may be recognized to affect the jurisdiction(s) in the planning area. Rationale is that while some hazards may pose a risk to Volusia County, mitigation investments would not be deemed appropriate or feasible due to the impending need to mitigate more frequent disasters. Hazards were omitted due to low probability or limited recorded impacts. It is acknowledged that mitigation efforts can duplicate hazard mitigation benefits.

SECTION 5 – HAZARD PROFILES

44 CFR Requirement

44 CFR Part 201.6(c)(2)(i):
The risk assessment shall include a description of the type, location and extent of all natural hazards that can affect the jurisdiction. The plan shall include information on previous occurrences of hazard events and on the probability of future hazard events.

5.1 OVERVIEW

This section includes detailed hazard profiles for each of the hazards identified in the previous section as significant enough for further evaluation through the risk assessment in Volusia County. This includes the following hazards:

- **Natural**
  - Agriculture
  - Coastal Erosion
  - Drought
  - Extreme Temperature
  - Flood
  - Public Health Emergencies
  - Rising Coastal Water
  - Severe Weather
  - Tornado
  - Tropical Cyclones
  - Wildland Fire
- **Manmade**
  - Civil Disturbance
  - Mass Migration
  - Terrorism
- **Technological**
  - Coastal Oil Spill
  - Critical Infrastructure Failure
  - HazMat/ Industrial Incident

Each hazard profile described in this section includes a general description of the hazard, its location and extent, notable historical occurrences, the probability of future occurrences, potential impacts, and overall vulnerability. It also includes specific items noted by members of the Local Mitigation Strategy Working Group (LMS Working Group). The probability of future occurrence is expressed as “high” (expected to occur at least every five years), “moderate” (expected to occur at least every 25 years), “low”

(expected to occur at least every 100 years, and "very low" (is possible to occur, despite their being no recorded occurrences).

Major Disaster Declarations

In 1988, the Robert T. Stafford Disaster Relief and Emergency Assistance Act was enacted to support state and local governments when disasters overwhelm local resources. This law, as amended, establishes a process for requesting and obtaining a Presidential Disaster Declaration, defines the type and scope of assistance available from the federal government, and sets the conditions for obtaining that assistance. The Federal Emergency Management Agency (FEMA), now part of the Emergency Preparedness and Response Directorate of the Department of Homeland Security, is tasked with coordinating the response. Since 1965, Volusia County has received numerous presidential disaster declarations for such hazards as hurricanes, tornados, floods and severe freezes (**Section 5: Table 1**).

Section 5: Table 1: Presidential Disaster Declarations

EVENT	DECLARATION DATE	DECLARATION NUMBER
Severe Storms, Tornadoes, and Flooding	05/15/79	586
Tornadoes, Flooding, High Winds & Tides, Freezing	03/13/93	982
Tropical Storm Gordon, Tornadoes, Flooding	11/28/94	1043
Tropical Storm Josephine	10/15/96	1141
Severe Storms, High Winds, Tornadoes, Flooding	02/25/98	1195
Extreme Fire Hazard	07/03/98	1223
Hurricane Floyd	09/22/99	1300
Hurricane Irene	10/28/99	1306
Severe Freeze	02/06/01	159
Hurricane Charlie/Bonnie	08/13/04	1539
Hurricane Frances	09/04/04	1545
Hurricane Ivan	09/15/04	1551
Hurricane Jeanne	09/26/04	1561
Hurricane Katrina Evacuation	09/05/05	3220
Severe Storms, Tornadoes	02/03/07	1679
Severe Storms, Tornadoes, and Flooding	02/08/07	1680
Tropical Storm Fay	08/21/08	3288
Severe Storms, Flooding, Tornadoes, Straight-line Winds	05/27/09	1840
Hurricane Matthew	10/03/16	3377
Hurricane Irma	09/04/17	3385
Hurricane Michael	10/07/18	3405
Hurricane Dorian	08/28/19	3420
Florida Covid-19 Pandemic	03/25/20	4486

Hurricane Sally	09/23/20	4564
Hurricane Ian	09/29/22	4673
Hurricane Nicole	12/13/22	4680
Hurricane Idalia	08/31/23	4734
Hurricane Milton	10/11/2024	4834

Source: Federal Emergency Management Agency

Volusia County Emergency Management has had numerous significant disaster events that resulted in the activation of their Emergency Operations Center. **Section 5 Table 2** lists these events by type, area of impact, EOC activation level, the estimated number of properties that were damaged, and loss estimates.

Section 5: Table 2: Significant Activation Events

Date of Event	Type of Event	Area of Event	EOC Level Activation	Damage Estimate	
				Number of Properties	Dollars
3/13/1993	Windstorm	County-Wide	Level 2 (Part)	1273	16,948,355
5/4/1994	Tornado	Holly Hill	Level 2 (Part)	273	6,680,000
9/6/1994	I-4 Chemical Spill	SW Volusia	Level 1 (Mon)	N/A	N/A
11/17/1994	T.S. Gordon	County-Wide	Level 2 (Part)	658	10,602,924
8/3/1995	Hurricane Erin	Edgewater	Level 3 (Full)	31	65,052
3/11/1996	Windstorm	Daytona Beach	Level 1 (Mon)	8	28,000
7/10/1996	Hurricane Bertha	County-Wide	Level 2 (Part)	N/A	N/A
9/5/1996	Hurricane Fran	County-Wide	Level 2 (Part)	N/A	N/A
10/8/1996	T.S. Josephine	County-Wide	Level 1 (Mon)	193	1,232,343
4/23/1997	Tornado	NSB Peninsula	Level 2 (Part)	79	525,600
7/5/1997	Tornado	Oak Hill	Level 1 (Mon)	6	33,000
11/2/1997	Tornado	NSB Main & Penn	Level 2 (Part)	318	11,070,722
2/2/1998	Windstorm	Bethune Beach	Level 1 (Mon)	1	20,000
2/22/1998	Tornado	Daytona Beach	Level 2 (Part)	616	9,435,553
6/22/1998	Fire Storm "98"	County-Wide	Level 4 (Full)	22	2,126,013
7/28/1998	Tornado	Daytona Beach	Level 1 (Mon)	46	159,000
1/3/1999	Windstorm	SR 415 Area	Level 1 (Mon)	8	9,100
1/9/1999	Windstorm	Daytona Beach	Level 1 (Mon)	11	59,000
9/14/1999	Hurricane Floyd	East Side	Level 1 (Full)	433	18,655,353
10/16/1999	Hurricane Irene	East Side	Level 2 (Part)	185	16,809,266
1/1/2000	Y2K	County-Wide	Level 1 (Full)	N/A	N/A
5/31/2000	Wildfires 2000	County-Wide	Level 2 (Part)	N/A	N/A
9/16/2000	Hurricane Gordon	County-Wide	Level 2 (Part)	N/A	N/A
9/19/2000	Windstorm	DeLand	Level 2 (Part)	18	68,836
3/13/2001	Tornado	Daytona Beach	Level 2 (Part)	172	3,210,995
9/11/2001	Nat'l Terrorism Event	County-Wide	Level 2 (Part)	N/A	N/A
9/14/2001	T.S. Gabrielle	County-Wide	Level 2 (Part)	44	474,135
11/15/2001	Rain Event	East Volusia	Level 2 (Part)	39	561,300
4/18/2002	Amtrak Derailment	Putnam Co.	Level 2 (Part)	N/A	5,000
9/4/2002	T.S. Edouard	County-Wide	Level 2 (Part)	N/A	N/A

Date of Event	Type of Event	Area of Event	EOC Level Activation	Damage Estimate	
				Number of Properties	Dollars
1/13/2003	Water Plant Breach	Debary	Level 2 (Part)	N/A	30,000
7/3/2004	Pepsi 400 Dis Race	Daytona Beach	Level 2 (Part)	N/A	N/A
8/13/2004	Hurricane Charley	County-Wide	Level 1 (Full)	5719	106,900,000
9/4/2004	Hurricane Frances	County-Wide	Level 1 (Full)	26964	393,900,000
9/25/2004	Hurricane Jeanne	County-Wide	Level 1 (Full)	UNK	59,500,000
7/2/2005	Pepsi 400 Dis Race	Daytona Beach	Level 2 (Part)	N/A	N/A
9/8/2005	T.S. Ophelia	County-Wide	Level 2 (Part)	Beach	N/A
10/23/2005	Hurricane Wilma	County-Wide	Level 2 (Part)	3	752,000
2/19/2006	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
7/1/2006	Pepsi 400 Dis Race	Daytona Beach	Level 2 (Part)	N/A	N/A
8/29/2006	T.S. Ernesto	County- Wide	Level 2 (Part)	N/A	N/A
12/25/2006	Tornado	DeLand-Daytona Bch.	Level 3 (Mon)	210	32,000,000
2/2/2007	Tornado	DeLand-NSB	Level 2 (Part)	771	60,557,921
2/18/2007	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
5/6/2007	Airport Road Fire	Volusia/Flagler Co.	Level 2 (Part)	N/A	N/A
7/7/2007	Pepsi 400 Dis Race	Daytona Beach	Level 2 (Part)	N/A	N/A
2/17/2008	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
7/5/2008	Coke 400 Dis Race	Daytona Beach	Level 2 (Part)	N/A	N/A
8/18/2008	T.S. Fay	County-Wide	Level 1 (Full)	240	13,580,016
2/15/2009	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
5/17/2009	May Rainstorm	County-Wide	Level 2 (Part)	1654	69,516,703
7/7/2009	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	N/A
7/24/2009	Port Orange Tornado	Port Orange	Level 3 (Monitor)	175	2,810,661
2/14/2010	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	
7/3/2010	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	
2/20/2011	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	
2/28/2011	Iron Horse Fire (17,017 a.)	Volusia County	Level 3 (Monitor)	N/A	
5/26/2011	Volusia Command Fires	Volusia County	Level 3 (Monitor)	N/A	
6/2/2011	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	
2/26-28/12	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	
7/7/2012	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	
12/11-12/12	Tornado Terra Mar	Edgewater	Level 2 (Part)	N/A	1,692,498
2/24/2013	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	
3/2/2013	Durrance Fire	Ormond Beach	Level 3 (Monitor)	N/A	
6/6/2013	Tropical Storm Andrea	Countywide	Level 3 (Monitor)	N/A	
7/6/2013	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	
2/23/2014	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	
7/1/2014	Tropical Storm Arthur	Countywide	Level 3 (Monitor)	N/A	
7/3/2014	T.S. Arthur	Countywide	Level 2 (Part)	N/A	
7/5-6/2014	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	
9/23/2014	No Name Rain Event	Port Orange/ NSB	Level 2 (Part)	150	1,500,000

Date of Event	Type of Event	Area of Event	EOC Level Activation	Damage Estimate	
				Number of Properties	Dollars
3/22/2015	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
5/5/2015	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	N/A
8/27-29/2015	T.S. Erika	Daytona Beach	Level 2 (Part)	N/A	N/A
2/21/2016	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
5/27-30/2016	Country 500	Daytona Beach	Level 2 (Part)	N/A	N/A
6/5-7/2016	T.S. Colin	Daytona Beach	Level 2 (Part)	N/A	N/A
7/2/2016	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	N/A
10/6-20/2016	Hurricane Matthew	Countywide	Level 1 (Full)	N/A	493,500,000
2/26/2017	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
5/26-28/2017	Country 500	Daytona Beach	Level 2 (Part)	N/A	N/A
7/2/2017	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	N/A
9/5-22/2017	Hurricane Irma	Countywide	Level 1 (Full)	N/A	371,091,000
2/18/2018	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
5/25-27/2018	Country 500	Daytona Beach	Level 2 (Part)	N/A	N/A
7/7/2018	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	N/A
2/17/2019	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
7/7/2019	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	N/A
9/2/2019	Hurricane Dorian	Countywide	Level 1 (Full)	N/A	2,600,600
2/16/20	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
8/1/20	Hurricane Isaias	Countywide	Level 2 (Part)	N/A	N/A
8/16/20	Nascar Series	Daytona Beach	Level 2 (Part)	N/A	N/A
8/19/20	Primary Day Tornado	Deland	Level 2 (Part)	N/A	N/A
8/29/20	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	N/A
2/16/21	Daytona 500	Daytona Beach	Level 2 (Part)	N/A	N/A
7/2/21	Hurricane Elsa	Countywide	Level 2 (Part)	N/A	N/A
8/28/21	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	N/A
2/20/22	Daytona 500	Daytona Beach	Level 2 (Part)	N/A	N/A
8/28/22	Coke Zero Sugar 400	Daytona Beach	Level 2 (Part)	N/A	N/A
9/28/22	Hurricane Ian	Countywide	Level 1 (Full)	7,051	357,449,754
11/7/22	Hurricane Nicole	Countywide	Level 1 (Full)	615	495,385,828
2/19/23	Daytona 500	Daytona Beach	Level 2 (Part)	N/A	N/A
8/26/23	Coke Zero Sugar 400	Daytona Beach	Level 2 (Part)	N/A	N/A
8/28-8/30/23	Hurricane Idalia	Daytona Beach	Level 2 (Part)	N/A	N/A
1/18-1/19/24	Daytona 500	Daytona Beach	Level 2 (Part)	N/A	N/A
5/8-5/12/24	Rockville	Daytona Beach	Level 2 (Part)	N/A	N/A
8/24/24	Coke Zero Sugar 400	Daytona Beach	Level 2 (Part)	N/A	N/A
9/26/24	Hurricane Helene	Countywide	Level 2 (Part)	N/A	N/A
10/10/24	Hurricane Milton	Countywide	Level 1 (Full)	5,102	267,508,457
			Totals------>	**53,414**	**$2,838,300,446**

Source: Volusia County Emergency Management Division (Revised 1/28/2025)

NOTE: ALL HISTORICAL OCCURRENCES IN THIS REPORT ARE THE MOST RECENT AS DOCUMENTED BY THE NATIONAL CLIMATIC DATA CENTER

NATURAL HAZARDS

5.2 AGRICULTURE

Background

Agriculture includes Infestations, Invasive Species, and Diseases Infestation or disease in agriculture is when biological entities such as insects, rodents, bacteria or viruses significantly increase in a given area, affecting crops to the point where human and animal health is threatened, valuable crops may be damaged, or significant environmental resources may be lost. Examples of common Volusia infestations are caused by mosquitos, citrus greening, southern pine beetle, Florida Dampwood Termites, rats, or noxious plants like Brazilian Pepper Tree, etc.

Cattle diseases like Mad Cow, Hartwater, and hoof-and-mouth and citrus disease like Greening and Canker are of concern to Volusia farmers. Coordination with the University of Florida IFAS and Volusia County Extension is the first step in mitigation planning for agricultural infestations and disease. A notable source of information on the distribution of invasive plants, insects, animals and diseases in Volusia can be found at the Early Detection and Distribution Mapping system website, http://www.eddmaps.org, known as EDDMapS. The EDDMapS web-based mapping system documents invasive species and disease distribution. The site combines data from other databases and organizations as well as volunteer observations to create a national network of invasive species distribution data that is used by scientists, researchers, land managers, landowners, educators, conservationists, ecologists, farmers, foresters, state and national parks. Florida has ecosystems not found in the other 47 contiguous states, and it also has more non-native species than any state other than Hawaii.

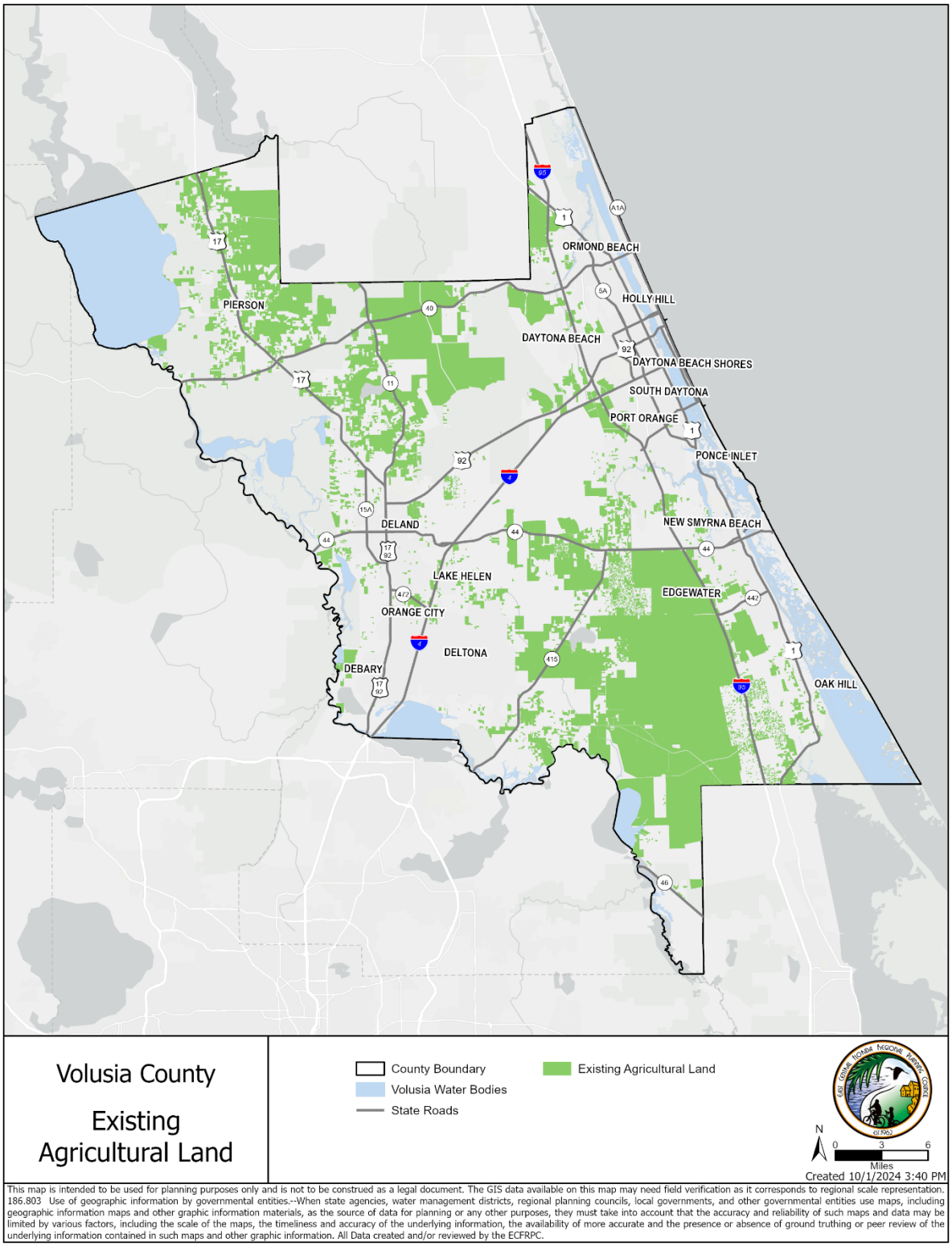
If important natural resources such as mangroves, sea oats, oyster beds, etc. are overrun by invading species, then the county will be more vulnerable to the consequences of all other hazards. With the disappearance of natural barriers, lower impacting hazards will have increasingly stronger impacts on residents, businesses, critical infrastructure and the ability of the County to provide uninterrupted program operations. Faculty members at the University of Florida currently are conducting research and outreach programs to better understand and control these exotic invasive species. Until controls are in place the entire population of Volusia is at risk to the effects of a degrading ecosystem.

Location and Spatial Extent

Agriculture incidents in Volusia County are quite rare and historically have not caused much damage to the community. In 2022, the county had 95,988 acres of farmland. Much of the agricultural land is located in the central western part of Volusia County, including Enterprise and Pierson. The extent encompasses small areas of crops within the county. Since 2022, there has been a 13% decrease in the number of farms that exist within the county. While the direct impacts may be rare, the indirect effects of an incident could be county-wide. From 2020 to 2024, at least 70 acres within the county are infested with non-native species.[1]

[1] https://www.eddmaps.org/tools/query/?observationDateStart=01/01/2020&observationDateEnd=08/12/2024&eradicationstatus=1,2&country=926&state=92612000&fipscode=92612127&records=current

Section 5: Figure 1: Volusia County Agricultural Land



Source: Volusia County Property Appraiser, ECFRPC

Section 5: Table 3: Farm Overview 2022[2]

	2022	% Change Since 2017
Number of Farms	1,374	-13
Land in Farms (Acres)	95,988	-16
Average Size of Farm (Acres)	70	-4

Historical Occurrences

With its plant-friendly south temperate/subtropical climate, Florida particularly suffers from the introduction and unchecked growth of exotic plants. Almost half (1,180) of the 3,834 plant species found in Florida have arrived here since European occupation. Since plants are the base of the food chain, exotic "takeovers" can jeopardize plant-dependent wildlife and the whole ecosystem. The Florida Exotic Pest Plant Council (FLEPPC) has identified 152 non-native invasive species that are invading and disrupting native plant communities (2011 list). In 2022, that has now increased to 172[3]. EDDMapS notes over 299 separate invasive plants, animal, and insect species found in Volusia County to date. Many of the listed species are distributed throughout the county and are found in natural and disturbed landscapes.

In Florida, at least 60 species of exotic birds have bred in the wild. Despite this fact, the chance of persisting survival of non-indigenous birds is uncertain. Among those species which have survived and thrived as pests are Muscovy ducks, rock doves, European starlings, house sparrows, and monk parakeets. Though troublesome in other respects, some species (such as feral pigs) are important as prey for native predators (Florida panthers) and serve as an attraction for hunters. However, negative impacts from invasive species include habitat destruction, competition with native species, predation, hybridization, disease and parasites.

Florida mammal pests include the Norway rat, roof rat, house mouse and feral pig. Siting of invasive fish in Volusia include Lionfish, and Nile Tilapia. Annually, insect pests cause an estimated $1 billion in damages in Florida, and many of the worst pests are non-indigenous. According to entomologist Dr. John Capinera, 1,218 invading species become established in Florida annually. These non-natives arrive by flying, walking, swimming, rafting and by stowing away on cargo (often on infested plants commercially imported).

In 1997 and 1998, Florida's agricultural community was forced to focus time and resources on communicating to the general public about the Mediterranean fruit fly (Medfly) and the control methods used to eradicate the pest when the fly threatened the state's $6.8 million agriculture industry. The Florida Agricultural Extension is a partnership between the University of Florida Institute of Food and Agricultural Sciences (IFAS), the United States Department of Agriculture (USDA) and county governments in Florida to provide scientific knowledge and expertise to the public through educational programs. Volusia County has cattle farms, citrus orchards, ferneries, and other agricultural enterprises that are vulnerable to infestations and disease. Information on these infestations and diseases is available at http://www.volusia.org/services/community-services/extension/.

[2]Source: 2022 Census of Agriculture County Profile
https://www.nass.usda.gov/Publications/AgCensus/2022/Online_Resources/County_Profiles/Florida/cp12127.pdf

[3]Source: https://www.floridainvasives.org/plant-list/2023-invasive-plant-species/

Probability of Future Occurrences

Agriculture will continue to pose a threat to Volusia County for years to come, but the probability remains low for catastrophic farming impacts. Agriculture does remain a threat because although the number of farms has decreased since 2017, the market value of products sold increased by 47% and farm related income by 116%.

5.3 COASTAL EROSION

Background

Coastal erosion is a hazard defined as the wearing away of land and loss of beach, shoreline, or dune material and is measured as the rate of change in the position or horizontal (landward) displacement of a shoreline over a period of time. Short-term erosion typically results from episodic natural events such as hurricanes and storm surge, windstorms and flooding hazards, but may be exacerbated by human activities such as boat wakes, removal of dune and vegetative buffers, shoreline hardening and dredging. Long-term erosion is a function of multi-year impacts such as wave action, sea level rise, sediment loss, subsidence and climate change. Climatic trends can change a beach from naturally accreting to eroding due to increased episodic erosion events caused by waves from an above-average number of storms and high tides, or the long-term effects of fluctuations in sea level.

Natural recovery from erosion can take years, often decades. If a beach or dune system does not recover quickly enough naturally, coastal and upland property may be exposed to further damage in subsequent coastal erosion and flooding events. Human actions to supplement natural coastal recovery, such as beach nourishment, dune stabilization and shoreline protection structures (e.g., sea walls, groins, jetties, etc.) can mitigate the hazard of coastal erosion, but may also exacerbate it under some circumstances.

Death and injury are not typically associated with coastal erosion; however, it can cause the destruction of buildings and infrastructure and represents a major threat to the local economies of coastal communities that rely on the financial benefits of recreational beaches.

Location and Spatial Extent

All coastal areas in Volusia County are susceptible to coastal erosion. Using Florida Department of Environment (FDEP) field data beginning in 1972, it is clear that Volusia County shorelines are moving due to erosion, accretion, and beach nourishment projects[4]. Further, in July 2023, FDEP released a *Critically Eroded Beaches in Florida* report that identifies four critically eroded beach areas (27.2miles), two non-critically eroded beach area (2 miles) and one critically eroded inlet shoreline area (0.6 mile) in Volusia County.

A 16.6-mile segment of beach (R51 – R143) along Ormond Beach, Daytona Beach, Daytona Beach Shores, Wilbur By The Sea and the Town of Ponce Inlet is critically eroded, threatening development and recreational interests, as well as sea turtle nesting areas where the dry sand beach has become very narrow. Most of this segment is armored with seawalls.

Due to the erosional impacts of Hurricane Ian and Nicole in 2022, there is a 0.9-mile segment of a noncritically eroded beach within the Town of Ponce Inlet between R143 to R148.2 and no structures are threatened. The north shoreline (0.6-mile) of Ponce de Leon Inlet is critically eroded and threatens recreational interests at the county park. The 8.4 miles of beaches (R160.8 – R207.8) south of Ponce de Leon Inlet within New Smyrna Beach and Bethune Beach are critically eroded. Private development and recreational interests, as well as sea turtle nesting habitats, are threatened. Much of New Smyrna Beach

[4] Foster, Emmet and Jenny Cheng. Shoreline Beach Change Estimates, Volusia County, 2000. Office of Beaches and Coastal Systems, Florida Department of Environmental Protection; Beaches and Shores Research Center, Florida State University.

is armored with seawalls, with Bethune Beach protected by a boulder rock revetment. The New Smyrna Beach area has received inlet sand transfer material from dredging within Ponce de Leon Inlet and additional material from dredging the Atlantic Intracoastal Waterway. A 1.1-mile segment of the Canaveral National Seashore (R207.8 – R214) south of Bethune Beach is also non-critically eroded without any threatened interests at this time.[5]

The beach ridge in Volusia County ranges from 300 – 3,000 feet in width. A majority of the county, ranging approximately from Ormond Beach to Bethune Beach, has fine-grained quartz sand. Sand in areas north and south of this area consist of a shell-quartz mixture and have steeper slopes than the central county. The southernmost mile of shoreline in Volusia County makes up part of the Canaveral National Seashore Park, while the northernmost area is part of the North Peninsula State Recreation Area.

Historical Occurrences

Erosion events typically are part of other hazard events (e.g., storm surge and hurricanes) and the monetary damage for the erosion alone is unknown.

Section 5: Table 4: Historical Coastal Erosion Impacts

LOCATION	DATE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Volusia County	9/14/1999	0/0	$56,444,488 (2009 dollars)	Hurricane Floyd caused significant beach erosion in Volusia County. Of the property damage estimates, over $13 million was attributed to beach erosion.
St. Lucie and Volusia Counties	10/14/1999	0/0	$68,539,735 (2009 dollars)	Hurricane Irene caused beach loss of four to ten feet in the affected areas with damage in the millions.
Brevard and Volusia Counties	9/04/2001	0/0	$6,333,850 (2009 dollars)	Storm tide from a tropical storm reached two feet above normal, causing significant beach erosion.
St. Lucie and Volusia Counties	9/25/2004	0/0	$440,408,221 (2009 dollars)	Severe beach erosion was reported from Hurricane Jeanne, a category 3 storm.
Volusia County	8/21/2008	0/0	Unknown	New Smyrna Beach experienced a loss of 50 feet of new sand due to wind gust of over 45 MPH from Tropical Storm Fay. Even Orange and Seminole counties experienced riverine erosion along the St. Johns River.
St. Johns, Flagler, Volusia and Brevard Counties	10/6/16	0/0	$15.8 million	Under executive authority, Governor Rick Scott announced on January 27, 2017, that emergency funding of $15.8 million would be made available for emergency beach and dune repairs in response to the damage caused by Hurricane Matthew. The emergency funding was intended for

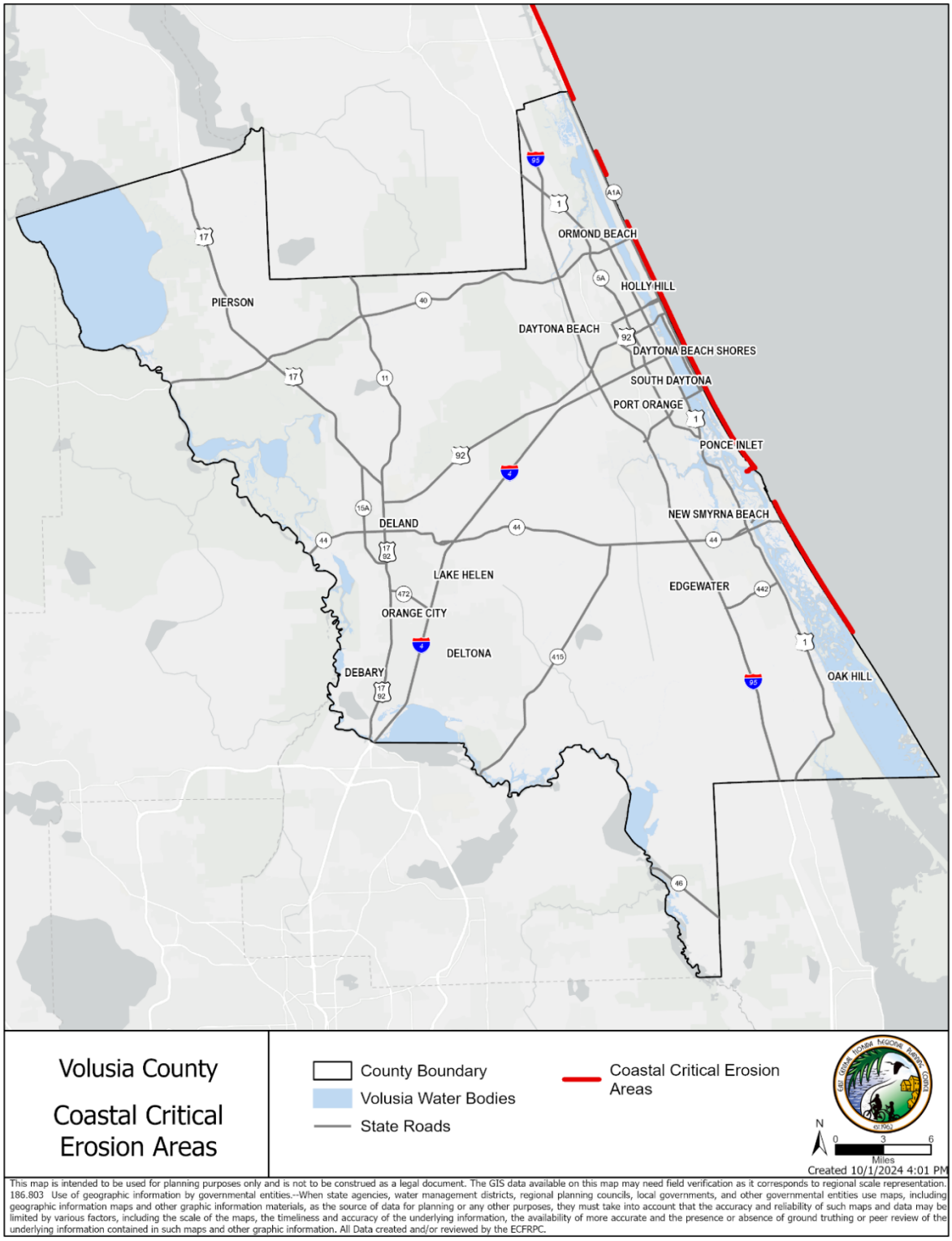
[5] Critically Eroded Beaches in Florida Office of Resilience and Coastal Protection Florida Department of Environmental Protection July 2023

LOCATION	DATE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
				immediate use to address critically eroded beaches where there was an imminent threat to beachfront structures, such as roadways, homes and businesses.
Volusia County	September-November 2022	0/0	Unknown	Several structures either partially or fully collapsed into the ocean throughout Volusia County. Elsewhere, significant damage was noted to dunes, beach access crossovers, seawalls, piers, and boardwalks, many of which were already in a weakened state due to Hurricane Ian. Numerous structures, including homes, condominiums, and hotels were deemed unsafe and required additional analysis by engineers as well as county and state officials. Elevated water levels along the intracoastal waters resulted in damage to numerous boat docks and marinas throughout the county.

Source: National Climatic Data Center

The severity of coastal erosion is typically measured through a quantitative assessment of annual shoreline change for a given beach cross-section of profile (feet or meters per year) over a long period of time. Erosion rates vary as a function of shoreline type and are influenced primarily by episodic events but can be used in land use and hazard management to define areas of critical concern.

Section 5: Figure 2: Critical Erosion Areas in Volusia County



Source: Florida Department of Environmental Protection, Division of Beaches and Coastal Systems, 2024

Probability of Future Occurrences

The probability of the continuing occurrence of coastal erosion in the coastal areas of Volusia County is high. Florida's Bureau of Beaches and Coastal Systems estimates an average of a one-foot loss annually for Volusia County in stable or accretionary areas. The area between Ormond Beach and Daytona Beach Shores are eroding at a rate between zero and 0.5 feet annually, according to a 2000 study. Northern areas of the county, including the North Peninsula State Recreation Area, lose between 0.5 and 1.5 feet annually. Areas south of Ormond Beach to Daytona Beach Shores stretch have lower expected erosion rates due to extensive armoring (e.g., beach walls and revetments). However, natural erosion is occurring southward from South of Ponce de Leon Inlet. Loss rates are as high as 1.5 feet per year and decrease heading in a southerly direction. The damaging impacts of coastal erosion are lessened through continuous (and costly) beach nourishment and structural shoreline protection measures. However, it is likely that the impacts of coastal erosion will increase in severity due to future episodic storm events.

The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from hail and that future mitigation and adaptation strategies related to this hazard should be considered.

5.4 DROUGHT

Background

Drought is a normal part of virtually all climatic regions, including areas with high and low average rainfall. Drought is the consequence of a natural reduction in the amount of precipitation expected over an extended period of time, usually a season or more in length. High temperatures, high winds, and low humidity can exacerbate drought conditions. In addition, human actions and demands for water resources can hasten drought-related impacts. Droughts are typically classified into one of four types[6]:

- **Meteorological:** The degree of dryness or departure of actual precipitation from an expected average or normal amount based on monthly, seasonal, or annual time scales.
- **Hydrologic:** The effects of precipitation shortfalls on stream flows and reservoir, lake, and groundwater levels.
- **Agricultural:** Soil moisture deficiencies relative to water demands of plant life, usually crops.
- **Socioeconomic:** The effect of demands for water exceeding the supply as a result of a weather-related supply shortfall.

Droughts are slow-onset hazards, but over time can have very damaging effects to crops, municipal water supplies, recreational uses, and wildlife. If droughts extend over a number of years, the direct and indirect economic impact can be significant.

Location and Spatial Extent

The Palmer Drought Severity Index (PDSI) is based on observed drought conditions and range from -0.5 (incipient dry spell) to -4.0 (extreme drought). Evident in **Section 5: Figure 4,** the Palmer Drought Severity Index Summary Map for the United States, droughts affect most areas of the United States but are less severe in the Eastern United States.

Drought typically covers a large area and cannot be confined to any geographic or political boundaries. According to the Palmer Drought Severity Index, Florida has a relatively low risk for drought hazard. However, local areas may experience much more severe and/or frequent drought events than what is represented on the Palmer Drought Severity Index map. Further, it is assumed that Volusia County would be uniformly exposed to drought, making the spatial extent potentially widespread. During long periods of drought, disruption in the water cycle can have potentially damaging effects, including substantial crop loss in the northwestern portion of the county. Periods of drought can exacerbate the ignition of wildfires that can damage the natural and built environment, as has occurred before in Volusia County.

As of October 2019, the Keech Byran Drought Index (KBDI) for Volusia is in the less than 300 to 301-400 range, a relatively low score on a scale that measures up to from 0 (wet) to 800 (arid conditions). The score rose to as high as 582 in April 2013.

One of the most severe cases of drought in Florida occurred from October 2010 until June of 2012 in which a major portion of the state displayed D3 (Drought Extreme) conditions. During this extensive period, the two-month period of April and May of 2012, showed the highest level of drought concern with portions of the state under a D-4 Drought Exceptional condition (The National Drought Mitigation Center, 2014). Thus, Volusia County can experience the full array of drought conditions, from D0 to D4. NOAA describes D4 events as having “extensive and widespread crop and pasture losses, fire risk, shortages of water in

[6] Multi-Hazard Identification and Risk Assessment: A Cornerstone of the National Mitigation Strategy, FEMA

reservoirs, stream and wells that yield water emergencies. D4 can loosely be likened to a "once-in-a-generation" type of drought noted by the second percentile, or a 1 in 50-year drought.

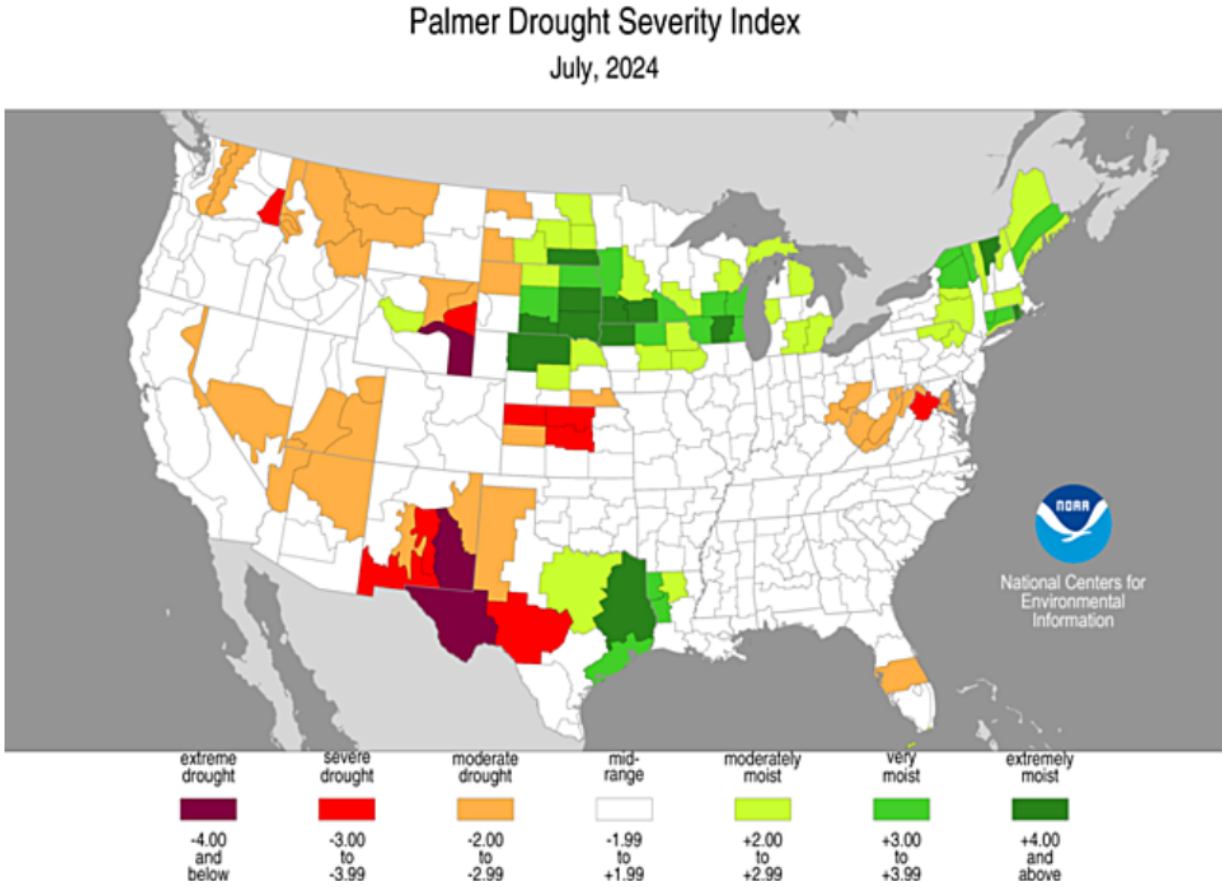
Section 5: Figure 2: Drought Monitor Intensities

National Weather Service Alerts	
Alert	Criteria
D0 Abnormally Dry	Going into drought: short-term dryness slowing planting, growth of crops or pastures. Coming out of drought: some lingering water deficits; pastures or crops not fully recovered.
D1 Moderate Drought	Some damage to crops, pastures, streams, reservoirs, or wells low, some water shortages developing or imminent, and voluntary water-use restrictions requested.
D2 Severe Drought	Crop or pasture losses are likely, water shortages common and water restrictions imposed.
D3 Extreme Drought	Major crop and pasture losses with widespread water shortages or restrictions.
D4 Exceptional Drought	Exceptional and widespread crop and pasture loss, shortages of water in reservoirs, streams, and wells creating water emergencies.

Source: National Weather Service

Source: National Weather Service

Section 5: Figure 3: Palmer Drought Severity Index Summary Map for the United States



Source: NOAA (Note: This map updates frequently. This is only a snapshot in time and not a long-term trend or view)[7]

Historical Occurrences

Secondary research was conducted to determine the historical drought occurrences in Volusia County. It was determined that general drought conditions were present throughout Florida in 1981, 1985, 1998-1999, and 2001. Volusia County is part of the St. Johns River Water Management District, which monitors well levels throughout its jurisdiction. The Keetch Bryam Drought Index is a numerical scale (0-800) that measures the amount of moisture in the soil. A zero indicates wet, full saturation conditions while an 800 represents extreme drought conditions. It is often used to assess the danger of wildfires but is also an indication of drought. Therefore, it is reported where information is available. The following highlights some of the events from the years.

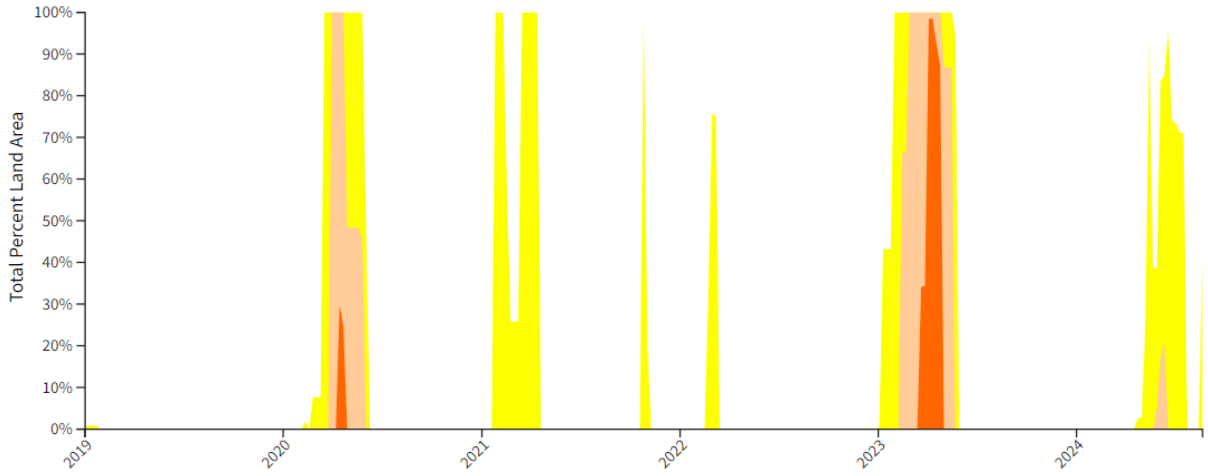
1981: Drought conditions were reported throughout Southern Florida. Three firefighters narrowly escaped injury while fighting drought-related wildfire. Officials from St. Johns River Water Management District ordered a mandatory 15 percent reduction in water use for public water supply, industrial, commercial and self-supplied users[8].

[7] https://www.ncei.noaa.gov/access/monitoring/historical-palmers/maps/psi/202301-202407

[8] "Winds, Dry Weather Worsen Central Florida Fires. Ocala Star-Banner. Associated Press. July 1, 1981.

- **1985:** A short, six-month drought was reported in Volusia County. In addition to sparking wildfires, it led to a water warning calling for voluntary water usage restrictions[9]. On June 20, 1985, the water warning was expanded throughout St. Johns Water Management District. Volusia County had been placed under warning months earlier[10]. On August 14, the warning was lifted as counties were able to meet usage demands due to recent rainfall.
- **1998:** Volusia County reported a Drought Index reading of 700. Wildfires were abundant throughout the County. This year was reported as having the driest conditions in 50 years. The drought did not officially end until 2002[11].
- **January 1999:** Volusia County reported a Drought Index of 500.
- **May 2000:** The May Drought Index was reported at 432 – 570. By early 2001 the Drought Index average for Volusia County was 601.
- **February 2001:** During this drought, drought index D4 covered 39.08% of Florida.
- **April 2006 – August 2008:** This prolonged drought covered much of the state in D2 and D3 conditions.
- **October 2010 – June 2012:** This prolonged drought covered much of the state in D1 and D2 conditions. D3 conditions peaked in June 2012, covering more than 80% of the state.
- **Spring 2024:** Volusia County was in a drought nearly the entire first quarter of the year, reaching D2 conditions. [12]

Section 5: Figure 4: Drought Conditions for Volusia County



Source: NOAA

Probability of Future Occurrences

It is assumed that all of Volusia County is uniformly exposed to a drought event. As with any location, some areas of the county may be affected more severely than others during a drought. Given the

[9] "Fires Still Rage in Volusia County." Evening Independent. Associated Press.
[10] "St. John's Water District Expands Warning Area." Gainesville Sun. Associated Press. June 20, 1985.
[11] NAVARRO, MIREYA. "Thousands Flee Florida Homes as Fires Surge." July 2, 1998. Section A, page 1, New York Times.
[12] https://www.drought.gov/states/florida/county/volusia

frequency of previous events, warm temperatures, and average rainfall, the probability of future drought events is high.

There are four basic approaches to measuring drought and future occurrences can change depending on the social, economic, and environmental circumstances.

1. Meteorological- defined usually based on the degree of dryness (in comparison to some "normal" or average amount) and the duration of the dry period.
2. Agricultural- drought to agricultural impacts, focusing on precipitation shortages, differences between actual and potential evapotranspiration, soil water deficits, reduced groundwater or reservoir levels.
3. Hydrological- associated with the effects of periods of precipitation shortfalls on surface or subsurface water supply (i.e., streamflow, reservoir and lake levels, groundwater).
4. Socioeconomic- associated with the supply and demand of some economic goods with elements of meteorological, hydrological, and agricultural drought.

In partnership with County and municipal staff and the St. Johns River Water Management District, a contingency plan is in place to restrict water use across the county in an effort assist with water conservation efforts during periods of drought. Some direct impacts related to drought include reduced crop production, increased fire hazards, reduced water levels at major lakes and rivers, damage to fish habitat, and income loss for the agriculture industry.

The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from winter storms/freezes and that future mitigation and adaptation strategies related to this hazard should be considered.

5.5 EXTREME TEMPERAUTRES

Background

Extreme temperature generally refers to temperatures that are unusually high or low compared to typical weather conditions for a specific location and time of year. However, defining what constitutes "extreme" can be challenging due to context, location, history, and duration. Volusia County defines extreme temperature in two ways.

- **Extreme cold** may include snow, sleet, freezing rain, or a mix of these wintry forms of precipitation. A winter storm can range from moderate snow over a period of a few hours to blizzard conditions with blinding wind-driven snow that lasts for several days. Ice storms occur when moisture falls and freezes immediately upon impact on trees, power lines, communication towers, structures, roads and other hard surfaces. Winter storms and ice storms can bring down trees, cause widespread power outages, damage property, and cause fatalities and injuries to human life. All winter storm events have the potential to present dangerous conditions to Volusia County.
- **Extreme heat** is defined as temperatures that hover 9 degrees or more above the average high temperature of 90°F for the region and last for 3 or more consecutive days. Humid or muggy conditions, which add to the discomfort of high temperatures, occur when a "dome" of high atmospheric pressure traps hazy, damp air near the ground.

Location and Spatial Extent

The entire continental United States is susceptible to extreme temperatures. Volusia County, being in the southern portion of the nation, rarely experiences extreme cold events, and thus has a much lower risk than more northern areas of the country. Typically, there have not been many winter storms that have caused damage in Volusia County. Volusia County does succumb more frequently to extreme heat events.

A severe winter storm occurs when the surface air temperature is expected to be 32°F or below over a widespread area for at least 3 or more consecutive days (this is the minimum extent of a severe winter storm). Use of the term is usually restricted to aversive situations or occasions when wind or other conditions prevent frost. "Killing" may be used during the growing season when the temperature is expected to be low enough for a sufficient duration to kill all but the hardiest herbaceous crops. Extreme cold can immobilize an entire region. Even areas, such as Volusia County, that normally experience mild winters can be hit with a major extreme cold winter event. Winter storms can result in ice, localized flooding, closed highways, blocked roads, downed power lines and hypothermia.

There is a low probability that Volusia County will experience 72 consecutive hours of temperatures below 32°F on an annual basis. However, outlier storms (such as the Great Blizzard of 1899) have been observed within Volusia County and are often the result of arctic activity that affects the entire North American continent. These events are of low probability on an annual basis but can occur.

Volusia County is more likely to experience freezing temperatures for much shorter durations of time. More specifically, temperatures tend to dip below the freezing threshold during nighttime from the months of November to February.

The extent of extreme heat is determined as 3 -10 consecutive days of 99°F or higher and at least 50% of the County would be impacted during an event. Trends show increasing temperatures for longer durations. This puts the entire county and its residents at much greater risk of extreme heat events.

Historical Occurrences

Temperatures within Volusia County, Florida were recorded as low as 6 degrees Fahrenheit in December 1962, according to the National Oceanographic and Atmospheric Administration. Temperatures dropped to 6 degrees for five consecutive days, although the temperature did not sustain at this level continuously. According to an Emergency Operations Management Volusia County manager, there were also two severe winter freezes in the mid to late 80's. These events killed many orange groves in Volusia County and around the state. There were no reports of death, injuries, or property damage as a result of the winter weather.

Despite the rare chance of winter storm occurrence, one snow event was reported in 2008 according to NCDC. On January 3, 2008, cold breezes off the Atlantic produced brief snow flurries along the coast of Volusia County. On January 9, 2010, sleet was reported in Volusia County.

However, freezing temperatures are not likely to persist for more than 24 hours at a time. In most circumstances, temperatures will only dip below freezing for a small number of hours during the nighttime. A number of these events were reported in Volusia County in the 2014- and 2015-time frame, one of the most recent and severe being the 'polar vortex' super storm on January 6th and 7th, 2014. The early months of 2025 brought freezing temperatures across the state. Volusia County opened cold weather shelters and issued numerous freeze and cold weather advisories for residents.

According to scientists at NASA's Goddard Institute for Space Studies (GISS) in New York, July 2023 was hotter than any other month in the global temperature record. Temperatures above 95F occur most often in June, July, August, and occasionally in May and September.

Probability of Future Occurrences

There is a low probability of future winter storm occurrences in Volusia County; however, outlier storms such as the 1899 Blizzard can occur with an extremely low probability. Winter storm events will remain an infrequent occurrence in Volusia County. Given the average winter temperature of 61.5 degrees Fahrenheit, it is highly unlikely that a winter event beyond light snow will occur.

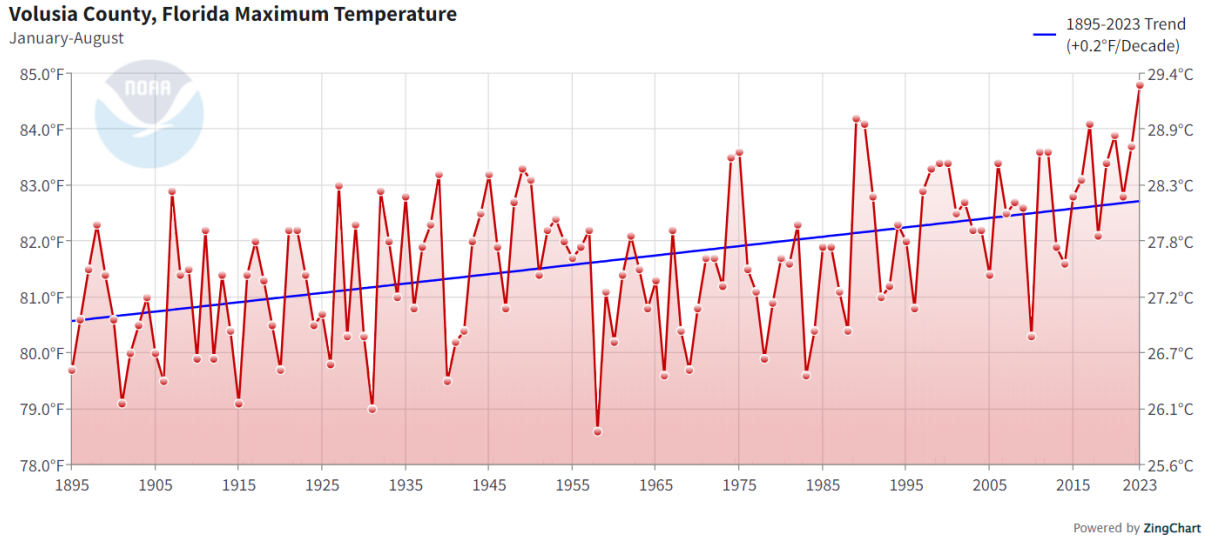
It is assumed that Volusia County experiences extreme heat periodically and will continue to do so. The average temperature and number of consecutive days of extreme heat are likely to increase, bringing new challenges to human health and infrastructure. The historical county maximum temperature in January through August in 1895 was 79.7 degrees, whereas the current day maximum temperature is 84.8 degrees.[13] Based on the data produced by NOAA shown in the image, extreme heat trends are increasing.

Future impacts throughout Volusia County could include damage to crops, nurseries and tree farms (e.g., Pierson is the fern capital of the world), and other vegetation; sleet could increase the number of vehicular

[13]Source: NOAA National Centers for Environmental information, Climate at a Glance: County Time Series, published August 2024, retrieved on August 13, 2024, from https://www.ncei.noaa.gov/access/monitoring/climate-at-a-glance/county/time-series

accidents); and the increased use of alternate heating sources in homes could cause potential structural fires. Also, agriculture may be disproportionately affected.

Section 5: Figure 5: Florida Maximum Annual Temperature Since 1895



The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from hail and that future mitigation and adaptation strategies related to this hazard should be considered.

5.6 FLOOD

Background

Flooding is the most frequent and costly natural hazard in the United States, a hazard that has caused more than 10,000 deaths since 1900. Nearly 90 percent of presidential disaster declarations result from natural events where flooding was a major component.

Floods generally result from excessive precipitation and can be classified under two categories: general floods, precipitation over a given river basin for a long period of time along with storm-induced wave or tidal action; and flash floods, the product of heavy localized precipitation in a short time period over a given location. The severity of flooding events is typically determined by a combination of several major factors, including stream and river basin topography and physiography; precipitation and weather patterns; recent soil moisture conditions; and the degree of vegetative clearing and impervious surface.

- A **general flood** is usually a long-term event that may last for several days. The primary types of general flooding include riverine, coastal, and urban flooding. Riverine flooding is a function of excessive precipitation levels and water runoff volumes within the watershed of a stream or river. Coastal flooding is typically a result of storm surge, wind-driven waves and heavy rainfall produced by hurricanes, tropical storms and other large coastal storms[14]. Urban flooding occurs where manmade development has obstructed the natural flow of water and decreased the ability of natural groundcover to absorb and retain surface water runoff.

- Most **flash flooding** is caused by slow-moving thunderstorms in a local area or by heavy rains associated with hurricanes and tropical storms. However, flash flooding events may also occur from a dam or levee failure within minutes or hours of heavy amounts of rainfall, or from a sudden release of water held by a retention basin or other stormwater control facility. Although flash flooding occurs most often along mountain streams, it is also common in urbanized areas where much of the ground is covered by impervious surfaces.

Section 5: Figure 6: Flood Waters Covering Streets

Maytown Road experienced extreme flooding during the 2009 Volusia County rainstorms

[14] While briefly mentioned here, coastal flooding is more thoroughly addressed under the "rising coastal water" hazard.

The periodic flooding of lands adjacent to rivers, streams and shorelines (land known as floodplain) is a natural and inevitable occurrence that can be expected to take place based upon established recurrence intervals. Floodplains are designated by the frequency of floods that is large enough to cover them. For example, the 100-year floodplain represents a 1 percent annual chance of flooding. The frequency of flood events, such as the 1 percent annual chance flood, is determined by plotting a graph of the size of all known floods for an area and determining how often floods of a particular size occur. Another way of expressing the flood frequency is the chance of occurrence in a given year, which is the percentage of the probability of flooding each year. For example, the 1 percent annual chance flood refers to an area in the 100-year floodplain and has a 1 percent chance of occurring in any given year. Similarly, the 0.2 percent flood covers the 500-year floodplain and has a 0.2 percent chance of occurring in any given year. The recurrence interval of a flood is defined as the average time interval, in years, expected between a flood event of a particular magnitude and an equal or larger flood. Flood magnitude increases with increasing recurrence intervals.

Location and Spatial Extent

Many areas of Volusia County are susceptible to riverine and urban (stormwater) flooding, and its coastal areas are also very susceptible to tidal and coastal flooding due to coastal storm events including storm surge.[15] **Section 5: Figure 8** illustrates the location and extent of currently mapped Special Flood Hazard Areas for Volusia County based on best available FEMA Digital Flood Insurance Rate Map (DFIRM) data.[16] This includes Zones A/AE (100-year floodplain), Zone VE (100-year coastal flood zones, associated with wave action) and Zone X (500-year floodplain). It is important to note that while FEMA digital flood data is recognized as best available data for planning purposes, it does not always reflect the most accurate and up-to-date flood risk. Impacts have included flooding of hundreds of homes, schools, and roads, including the blockage of I-95 in Ormond Beach during a 2004 flash flood. Flooding and flood-related losses sometimes occur outside of delineated “100 year” special flood hazard areas during 500-year storm events or when rain events are exacerbated by strong winds. Changes in topology (and associated water runoff) generally do not impact Volusia County due to its flat terrain.

Water can rise to exceptional levels during hurricane, storm surge, flash flood and thunderstorm conditions. Water levels have historically risen to 6 feet within southwestern Volusia County following one of these events, with increased water heights for coastal communities due to Florida’s semidiurnal tides. Roadway flooding has been seen rising between 1 and 5 feet.

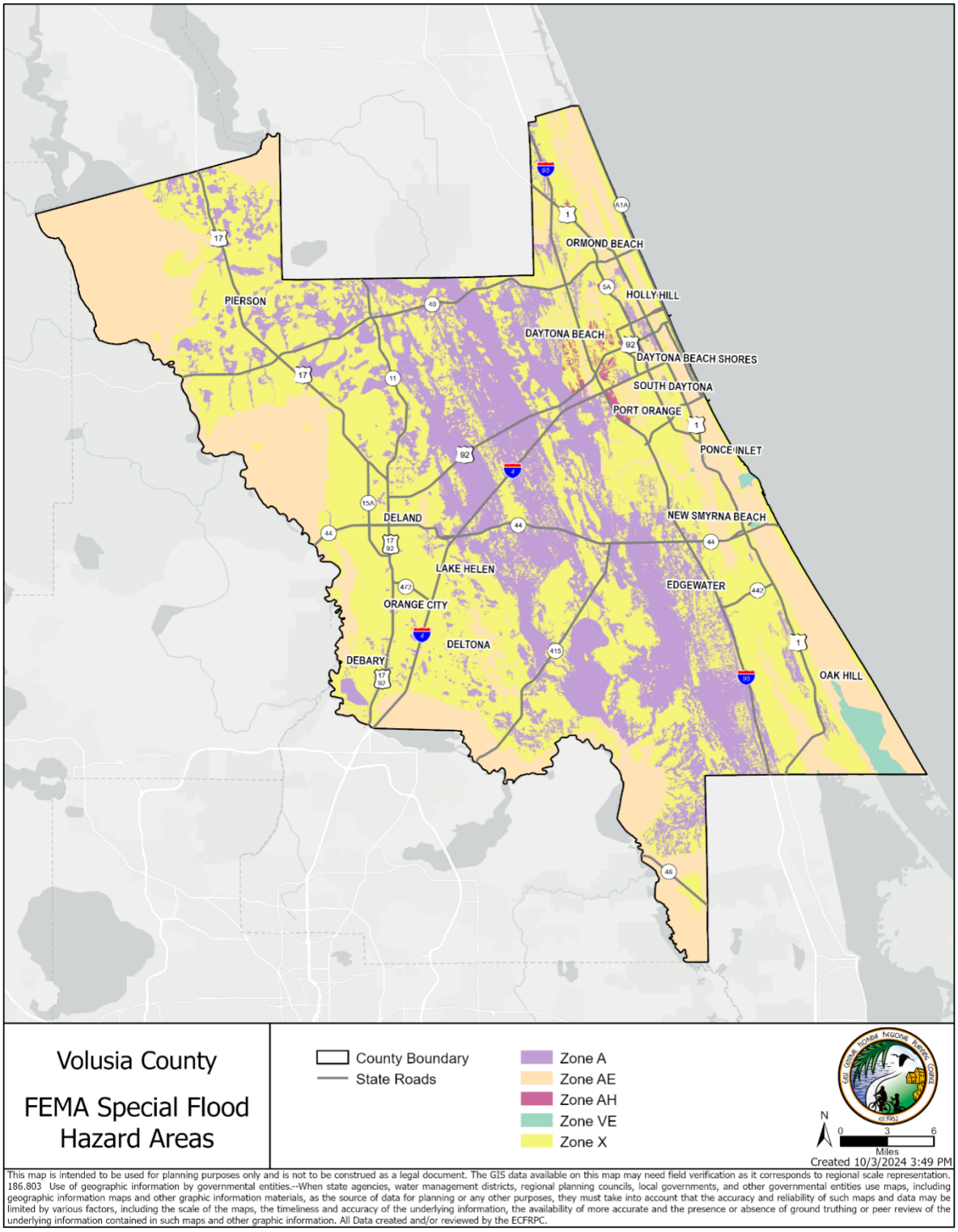
There are a number of areas that are disproportionately affected to flooding, including areas adjacent to the St. Johns River (Maytown to Enterprise).

Probability of Future Occurrences

The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from flooding and that future mitigation and adaptation strategies related to this hazard should be considered.

[15] Storm surge is addressed separately within this section.

Section 5: Figure 7: Special Flood Hazard Areas in Volusia County



Source: Federal Emergency Management Agency

Historical Occurrences

According to the National Climatic Data Center, there are over 20 reported flood events in Volusia County since 1994. According to the data as shown in **Section 5: Table 5**, there was over $20 million in property damage (not including recorded agricultural losses) during this period.

Section 5: Table 5: Historical Flood Impacts in Volusia County

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Peninsular	9/15/1994	Flooding	0/0	$757,242	Two synoptic-scale systems, one tropical and one non-tropical brought heavy rain to most of peninsular Florida the last half of September. Other sections of Florida, particularly northeast and east central, experienced urban flooding which closed roads and flooded schools and homes in Duval County and flooded subdivisions in Flagler, Volusia, St. Johns and Brevard counties.
Countywide	10/11/1994	Flood	0/0	$757,242	Heavy rains across much of northeast Florida caused widespread flooding of roadways and vehicles and minor flooding of schools, businesses and residences. Strong onshore winds caused significant beach erosion and minor coastal flooding along portions of the northeast coast.
Oak Hill	9/19/1999	Flash Flood	0/0	$13,439	Heavy rain of 2 to 4 inches produced flooding in Oak Hill. Two homes had minor flooding.
Edgewater	9/14/2001	Flash Flood	0/0	$316,693	Rainfall from Tropical Storm Gabrielle flooded about 25 homes and apartments in Edgewater and New Smyrna Beach. About 5 homes were flooded along the Tomoka River in Daytona Beach. Roadway and small stream flooding was reported over much of the county.
Ponce Park	11/14/2001	Flash Flood	0/0	$633,385	Showers and thunderstorms dumped over 5 inches of rain in coastal sections of Volusia County. Thirty-five homes in the Ponce Inlet, Daytona Beach and Ormond by the Sea areas received some water damage.
Deltona	8/19/2002	Urban Flood	0/0	$0	Thunderstorms produced street flooding in Deltona.
Ormond Beach	8/8/2004	Flash Flood	0/0	$0	Heavy rain in the morning hours brought 24-hour rain totals to near 7 inches. Widespread street flooding with water in two homes in Ormond Beach was reported. A lane of Interstate 95 was blocked by flood waters.
Countywide	9/5/2004	Flash Flood	0/0	$0	From 10 to 12 inches of rain from the northern rain bands of Hurricane Frances produced widespread flooding of homes, businesses and roads across coastal communities as well as in Deltona, and DeLand.

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Countywide	9/9/2004	Flood	0/0	$5,564,516	Hurricane Frances produced 6 to 10 inches of heavy rain over much of the middle and upper St. Johns River Basin. Beginning on September 9th, water levels began to reach flood stage on the middle basin mainly around Geneva, and Sanford. Levels continued to rise well above flood stage and began to fall slightly until Hurricane Jeanne followed the same track across the state. Significant flooding followed with a record crest of 10.1 feet being reached at Lake Harney Gage. Many homes were flooded near Stone Island.
Countywide	8/21/2008	Flash Flood	0/0	$13,400,000	As Tropical Storm Fay drifted north in the Volusia County offshore waters, hours of torrential rain fell across southern Volusia County. Close to 200 homes were flooded. The damage was nearly $13 million. Torrential rain from Tropical Storm Fay produced widespread flooding across Brevard and central and southern Volusia counties.
Deltona	5/19/2009	Flood	0/0	$68,600,000	Multiple rounds of heavy rainfall over five days led to several feet of standing water in many areas of eastern Volusia County. Rainfall reached 18 to 28 inches in several coastal areas.
Ormond Beach	5/22/2009	Flash Flood	0/0	N/A	High levels of pre-existing flood waters were exacerbated as two to four inches of additional rainfall occurred in less than three hours. Standing water rose to three feet or higher in several locations. Flood waters entered additional homes. Flash flood damage estimates were included collectively in the five-day flood event from May 19-24.
Isleboro	9/23/2014	Flash Flood	0/0	$562,000	A very moist atmosphere coupled with a series of upper-level disturbances resulted in several persistent rain bands. Significant urban and small stream flooding affected portions of Melbourne/Palm Bay and Lake Mary/Winter Park. Flash flooding resulted in rapid water accumulation in New Smyrna Beach and from Holly Hill to Daytona Beach to Port Orange, where numerous roadways became impassable and over 100 homes sustained damage from the rising flood waters. Rainfall totals during the 24-hour period of greatest impact reached 6-12 inches. Flood damage estimates within Volusia County were 3.65 million dollars. No injuries reported.
Holly Hill	9/24/2014	Flash Flood	0/0	$3,090,000	Same as above.

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Ormond-by-the-Sea	10/6/2016	Flood	0/0	$0	Associated with Hurricane Matthew (see Hurricanes)
Seville	9/10/2017	Flood	0/0	$0	Associated with Hurricane Irma. (see Hurricanes)
Ormond-by-the-Sea	11/23/2017	Flood	0/0	$0	A strong thunderstorm embedded within a rain area ahead of a cold front intensified as it traveled quickly northeast across Volusia County. Mobile homes were damaged well inland in Deland, then over 30 minutes later, the storm damaged mobile homes in Daytona Beach.
Daytona Beach	11/5/2021	Flood	0/0	$500,000	A very slow-moving front produced persistent heavy rains across a portion of Volusia County. The total of twenty-four-hour rain totals were 6-10 inches, however most of the rain fell in less than 12 hours, impacting Daytona Beach and Port Orange. As much as 5-6 inches accumulated between 1500 and 1800 LST. Numerous roadways were flooded, with as much as 1-2 feet of standing water in some localized areas, resulting in road closures.
Volusia County	9/28/2022	Flood	4/0	$3,400,000	Rainfall totals averaging between 10 to 16 inches, with locally higher amounts of up to 20 inches were reported particularly in the coastal part of the county, resulting in widespread residential, street, urban, and poor drainage flooding. A county damage assessment indicated 3554 structures affected, 2602 with minor damage, 645 with major damage, and 48 destroyed, mainly due to widespread and historic flooding. The combined effects of Hurricane Ian led to a total estimated damage of approximately $340M.

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Volusia County	11/08/2022	Flood	0/0	$0	Rainfall totals of 3-6 inches, which fell between 0700EST on the 8th and 1500EST on the 10th led to generally nuisance type to minor street flooding across portions of Volusia County. The St. Johns River at Astor, which was already in moderate flood stage due to the remnant effects of Hurricane Ian, experienced water level rises as early as the 8th due to increasing north to northeast winds impeding the river's flow. Renewed flooding was reported along numerous streets and communities along the river in Astor. At Deland, already in minor flood stage, river gauges recorded a rise into moderate flood stage on the 9th.
West Holly Hill	9/30/2023	Flood	0/0	$0	Volusia County Fire Rescue reported flooding of several areas in Ormond Beach due to excessive rainfall.
Ormond Beach	9/30/2023	Flood	0/0	$0	Heavy rainfall led to flooding in Ormond Beach in Volusia County.
Volusia County	10/10/2024	Flood	0/0	$240,000,000	Volusia County Emergency Management reported significant urban, street, and low-lying flooding as a result of 6 to 12 inches of rain in association with Hurricane Milton. A period of very heavy rainfall rates associated with the core of the storm led to flash flooding during the overnight period (Oct 9 - 10). The heavy rain that fell as a result of the storm also led to a long-term river flood event along the St. Johns with the river near Geneva entering major flood on Oct 14, peaking at 10.15 feet on Oct 15. At Deland, the river rapidly rose to major flood stage on Oct 11, peaking at 5.49 ft on Oct. 14. Downstream at Astor, the river was already in a minor flood stage at the beginning of the event and quickly rose to major the morning of Oct 10, peaking at 4.81 ft on Oct 12, a new record for the site.

Source: National Climatic Data Center[17]

NOTE: ALL HISTORICAL OCCURRENCES IN THIS REPORT ARE THE MOST RECENT AS DOCUMENTED BY THE NATIONAL CLIMATIC DATA CENTER

According to the emergency management officials from the Volusia County jurisdictions, another significant flood occurred during the Memorial Day Weekend in May 2009 that was not included in the

[17]https://www.ncdc.noaa.gov/stormevents/listevents.jsp?eventType=%28Z%29+Flood&beginDate_mm=05&beginDate_dd=01&beginDate_yyyy=2017&endDate_mm=05&endDate_dd=31&endDate_yyyy=2024&county=VOLUSIA%3A127&hailfilter=0.00&tornfilter=0&windfilter=000&sort=DT&submitbutton=Search&statefips=12%2CFLORIDA

NCDC database. This event caused high rains and four feet of storm surge. There was approximately $68 million in damage along the coastline from Ormond Beach to New Smyrna Beach. Approximately 1,000, infrastructure and various critical facilities were damaged. Daytona Beach, alone, had approximately 650 damaged homes.

Historical Summary of Insured Flood Losses

All jurisdictions in Volusia County participate in the National Flood Insurance Program (NFIP). **Section 5: Table 6** provides flood insurance policy and claim summary information for each of the participating jurisdictions. The reported losses include both inland (freshwater) and coastal flooding events. It should be emphasized that these numbers include only those losses to structures that were insured through the NFIP policies, and for losses in which claims were sought and received. It is likely that many additional instances of flood losses in Volusia County were either uninsured, denied claims payment, or not reported.

Section 5: Table 6: NFIP Policy and Claim Information

JURISDICTION	TOTAL CLAIMS SINCE 1978	TOTAL PAID SINCE 1978
Daytona Beach	1,701	$81,477,671
Daytona Beach Shores	175	$3,778,724
DeBary	108	$4,846,401
DeLand	19	$363,712
Deltona	125	$3,178,258
Edgewater	252	$7,528,013
Holly Hill	400	$10,505,116
Lake Helen	3	$14,481
New Smyrna Beach	1,229	$50,878,748
Oak Hill	18	$554,185
Orange City	19	$946,274
Ormond Beach	768	$11,608,018
Pierson	1	$8,834
Ponce Inlet	255	$7,965,454
Port Orange	1,451	$62,222,337
South Daytona	1,088	$54,614,519
Volusia County	2,391	$68,055,722
TOTAL	**10,003**	**$368,546,467**

Source: Volusia County Growth Management, FEMA (as of 01/27/2025)

Repetitive Loss Properties

FEMA defines a repetitive loss property as any insurable building for which two or more claims of more than $1,000 were paid by the NFIP within any rolling 10-year period, since 1978. A repetitive loss property may or may not be currently insured by the NFIP. Currently there are over 122,000 repetitive loss properties nationwide.

According to Volusia County repetitive loss property records (as of January 2025), there are over 1,000 repetitive loss properties located in Volusia County. Without mitigation, these properties will likely continue to experience flood losses.

Section 5: Table 7: Repetitive Loss Properties Information

JURISDICTION	NUMBER OF RL PROPERTIES	
	TOTAL	LOSSES BY LAND USE
Daytona Beach	235	-
Daytona Beach Shores	9	-
DeBary	4	-
DeLand	2	-
Deltona	10	-
Edgewater	24	-
Holly Hill	72	-
Lake Helen	0	-
New Smyrna Beach	90	-
Oak Hill	0	-
Orange City	0	-
Ormond Beach	46	-
Pierson	0	-
Ponce Inlet	15	-
Port Orange	283	-
South Daytona	258	-
Volusia County	232	-
TOTAL	**1,280**	**-**

Source: Volusia County Growth Management, FEMA

Because of the sensitivity with repetitive loss information, Volusia County and its jurisdictions have advised to omit the exact numbers of losses by land use, but many of these properties are residential. **Section 5: Figure 8** displays the general location of RL properties.

Probability of Future Occurrences

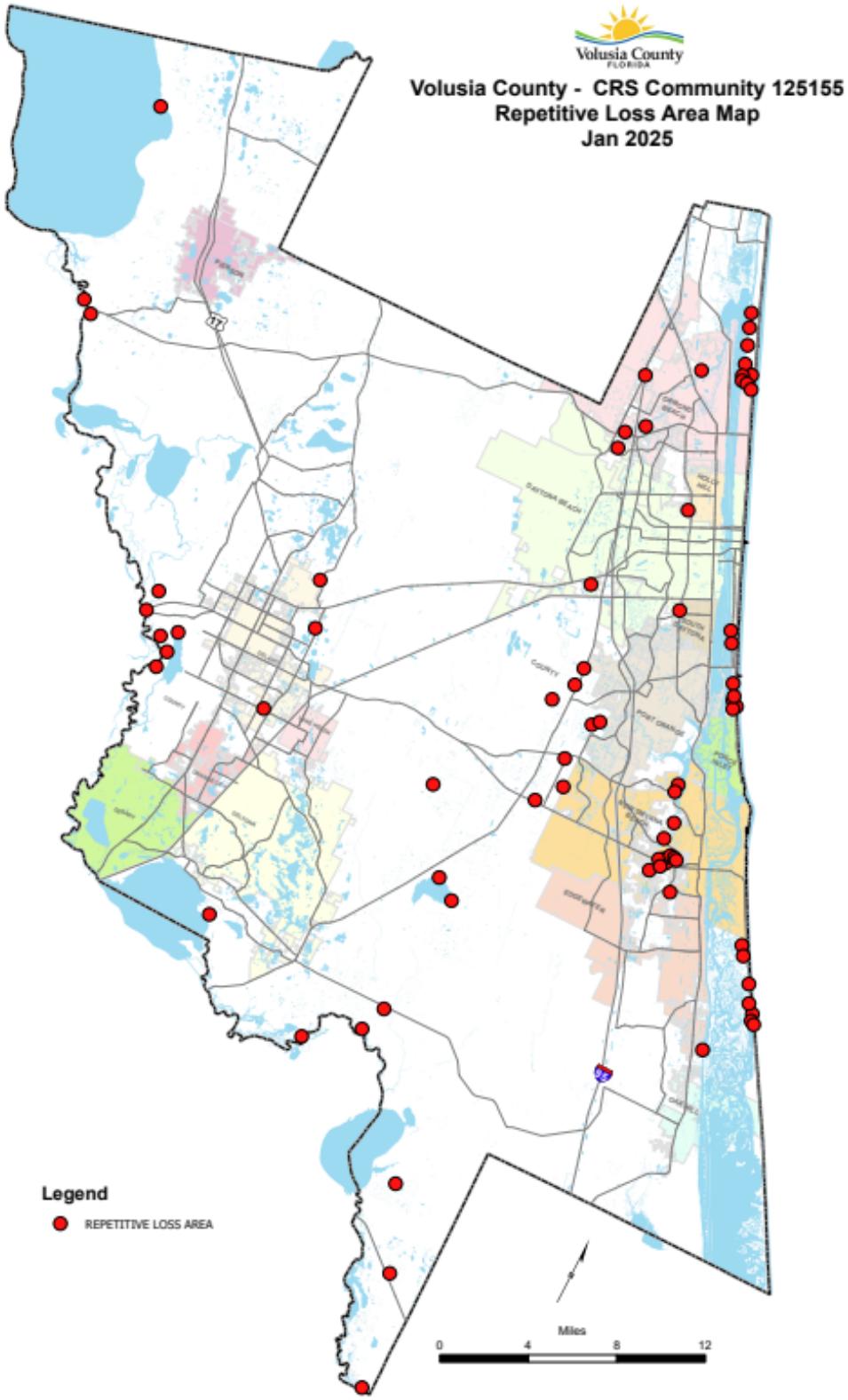
Flood events will remain a frequent occurrence in Volusia County, and the probability of future occurrences is high. The probability of future flood events based on magnitude and according to best available data is illustrated in Figure 5.10, which indicates those areas susceptible to the 1 percent annual chance flood (100-year floodplain); the 1 percent annual chance flood with wave action (100-year coastal floodplain); and the 0.2 percent annual chance flood (500-year floodplain). Further, as described in other

hazard profiles, it is highly likely that Volusia County will continue to experience inland and coastal flooding associated with large tropical storms, hurricanes and storm surge events.

Anticipated sea level rise will increase the probability and intensity of future tidal flooding. Rising sea level over time will decrease the return period (increasing the frequency) of significant flood events. For example, sea level rise of 1 foot over a typical project analysis period (50 years) may cause a flood event currently of annual probability of 2 percent (50-year flood) to become an event of 10 percent annual probability (10-year flood). This rise in sea level will increase the probability of the loss of coastal wetlands and erosion of sandy beaches that act as protective buffers against flood events.

There are repetitive loss properties within 13 of the 16 jurisdictions within Volusia County. This includes 1,280 properties in total. Countywide distribution of repetitive loss properties is somewhat weighted to the east, as a majority of the repetitive loss properties in the county are in Port Orange, South Daytona, and Daytona Beach. The western side of the county also has several repetitive loss properties, most notably the cluster within the Stone Island residential area in the southwestern portion of the county. Data collected showed that many properties have not undergone mitigation efforts; however, there is insufficient data to measure an actual percentage for the entire county.

Section 5: Figure 9: Repetitive Loss Areas in Volusia County



Source: Volusia County GIS

5.8 PUBLIC HEALTH EMERGENCY

Background

Public heath emergencies may be accidental, natural, or intentional. Under section 319 of the Public Health Service Act (42 U.S.C § 319), the Secretary of the Department of Health and Human Services (HSS) can declare a public health emergency.

Public health is the science and art of preventing disease, prolonging life, and promoting health through organized efforts and informed choices of society, organizations, the public, private communities, and individuals. According to the Centers for Disease Control and Prevention (CDC), disease outbreaks are identified by the occurrence of more cases of disease(s) than normally expected within a specific place, or among a group of people over a specified period of time. Potential health threats come from an increasing range of health hazards, including infectious diseases, HazMat incidents, food contamination, and threats associated with climate change including extreme weather events. Public health emergencies include medical surges (often from mass casualty events) that require hospitals to act beyond normal capacity. Pandemics are included in this category.

Location and Spatial Extent

All Volusia County residents face risks associated with public health emergencies. Risk factors, including income, gender, age, migration, health/nutritional status, displacement, and unplanned urbanization, increase people's exposure and vulnerability to these threats and hazards.

All Volusia County residents are at risk of public health emergencies such as pandemic influenza, pneumonic plague, epidemic, food contamination, etc. Youth (under 18) and the elderly (over 65) are especially vulnerable as their immune systems are more susceptible. Risks may also be increased in people of any age who have other serious health problems — such as heart or lung conditions, weakened immune systems, obesity, or diabetes. This is similar to what is seen with respiratory illnesses, such as the flu (influenza) and COVID-19.

Historical Occurrences

In 2016 and 2017 the Zika Virus cases were on the rise and led to several birth defects. In October of 2022, Dengue was reported in a Volusia County resident. In June 2023, four cases of Malaria were reported, treated, and recovered in Sarasota, Florida. Although rare, there have also been cases of West Nile Virus that led to encephalitis in the County.

Then in March 2020, the first cases of COVID-19 were reported in Florida. On March 11, 2020, the World Health Organization (WHO) officially declared COVID-19 a pandemic. By April, the governor had declared an executive order to restrict activities within the state unless deemed essential. The pandemic was declared over in May 2023, but continues to impact Florida's population through the time this plan was published.

Probability of Future Occurrences

Public health emergencies are expected to increase. Volusia County and the surrounding areas bring many tourists, which can be a contributor to the spread of health concerns or diseases. Although international

travel is a contributing factor, climate change and a growing population will continue to influence public health.

5.9 RISING COASTAL WATERS

Background

Rising coastal waters is a hazard that refers to unprecedented water levels along the coast, usually leading to inland affects. This hazard encompasses:

- **Storm Surge**: Storm surge occurs when the water level of a tidally influenced body of water increases above the normal astronomical high tide and is most common in conjunction with coastal storms with massive low-pressure systems with cyclonic flows such as hurricanes, tropical storms and nor'easters. The low barometric pressure associated with these storms causes the water surface to rise, and storms making landfall during peak tides have surge heights and more extensive flood inundation limits. Storm surges will inundate coastal floodplains by dune over wash, tidal elevation rise in inland bays and harbors, and backwater flooding through coastal river mouths. The duration of a storm is the most influential factor affecting the severity and impact of storm surges.
- **Sea Level Rise (SLR)**: Sea level rise is caused by warming of the earth's climate, the associated thermal expansion of water molecules, and generally impacts coastal, lagoon-adjacent and river-adjacent areas that are hydrologically connected to the ocean.
- **Tsunami**: In the open ocean, tsunami waves travel at speeds of up to 600 miles per hour but are too small to be observed, and the time between wave crests may be five to 90 minutes. As the waves approach shallow coastal waters, they slow down and may rise to several feet or, in rare cases, tens of feet. Although the waves slow down as they reach shallow water, the energy remains constant and when tsunami waves crash into the shoreline they may be as high as 100 feet. The first wave is almost never the largest; successive waves may be spaced tens of minutes apart and continue arriving for many hours. The coastal areas at greatest risk are less than 50 feet above sea level and within one mile of the shoreline. Tsunamis can cause great loss of life and property damage where they come ashore, and most tsunami deaths are the result of drowning. Associated risks include water pollution, damaged gas lines, and flooding.

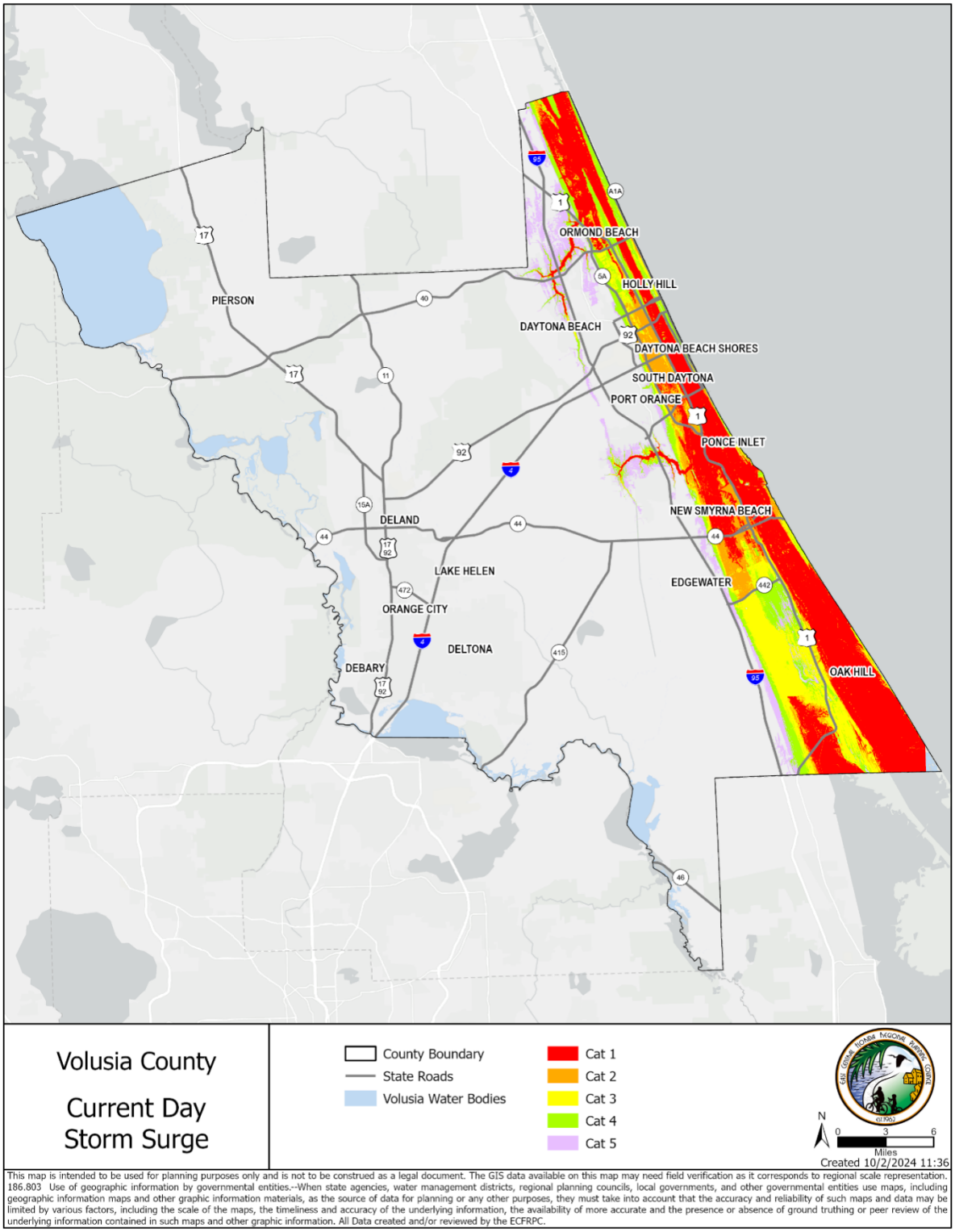
Location and Spatial Extent

Many areas in Volusia County are subject to rising coastal water inundation. Municipalities such as Ormond Beach, Holly Hill, Daytona Beach, Daytona Beach Shores, South Daytona, Port Orange, Ponce Inlet, New Smyrna Beach, Edgewater, and Oak Hill are most susceptible to rising coastal waters given their proximity to the coast.

- **Storm Surge**: As shown in **Section 5 Figure 10**, the entire east side of Volusia County is at high risk of storm surge inundation in addition to most riverine floodplains along major rivers in southern portions of the area. While areas not located immediately along the coast or major rivers may not be directly impacted by storm surge inundation except in extreme storm events, they might experience flooding caused by storm surge and extremely high tides that affect the drainage of areas further inland.
- **Sea Level Rise**: In Volusia County, areas susceptible to sea level rise include areas in close proximity to the Atlantic Ocean, the Indian River Lagoon, the Halifax River, the St. Johns River, and smaller riverine systems that provide hydro connectivity into the interior of the County.
- **Tsunami**: Tsunami activity is a greater risk along the Pacific Rim states (Washington, Oregon, California, Alaska, and Hawaii), but is still possible along the East Coast of the United States. In

fact, as many as 40 tsunami or tsunami-like events have been reported along the East Coast since the early 1600s. Additionally, models and methodologies do not currently exist to accurately assess the tsunami hazard as it would relate to an inland community along the East Coast. The potential location and extent of the tsunami hazard for Volusia County is similar and slightly more extensive than the established flood hazard area. A tsunami event could cover all or any part of Volusia County. However, the coastal areas are most at risk. The areas of Volusia County most at risk of a tsunami hazard are similar to those of storm surge and sea level rise. The coastal areas are at the greatest risk of high velocity waves that could cause severe to catastrophic damage to structures and infrastructure. Specifically, massive amounts of vegetative and construction debris would result, boats would be washed ashore, impacted buildings could collapse, trees could be uprooted, above ground power poles and lines could collapse, and underground utilities could be unearthed and destroyed. Tsunami size is a function of the intensity of an underlying earthquake, as well as factors specific to the shape (or bathymetry) where seismic activity occurs.

Section 5: Figure 10: Current Day Storm Surge Predications Based on Hurricane Category



Source: ECFRPC, Volusia County Vulnerability Assessment

Historical Occurrences

Volusia County has experienced numerous rising water events associated with hurricanes, nor'easters and tropical storms. Water can rise to exceptional levels during hurricanes, storm surge, flash flood and thunderstorm conditions.

- **Storm Surge**: Water levels from storm surge have historically risen to 6 feet within Volusia County following one of these events, with increased water heights for coastal communities due to Florida's semidiurnal tides. Roadway flooding has been seen rising between 1 and 5 feet. Hurricane Nicole in 2022 produced an impactful storm surge along a large portion of the east coast of Florida, battering beaches with elevated water levels and wave action. Florida was previously hit by Hurricane Ian in late September which caused beach erosion along the east coast and freshwater flooding from rainfall in rivers and canals. The impact of Ian likely left the area more vulnerable to storm surge from Nicole. Additionally, Nicole's large wind field and its initial subtropical characteristics increased the potential for widespread wave and storm surge impacts. Port Orange, South Daytona, Ormond Beach, and Daytona Beach were most impacted during Hurricane Nicole, however most of this was from the tides increasing and influencing the intracoastal waterways. Please refer to the Hurricane Historical Occurrences listing for more information.
- **Sea Level Rise**: Sea level rise is currently impacting south and central Florida, with nearshore, high-tide flooding becoming a more frequent sea level rise-associated hazard in some locations. Historical occurrences of sea level rise are not easy to measure due to a lack of data existing from the early 20th Century as well as the time period of two epochs (38 years) needed to calculate the mean impacts of sea level rise, by location. As data collection and monitoring improve, the ability for the County to track historical occurrences will improve. One indicator of sea level rise is the frequency or nearshore, high tide flood events, also known as nuisance flooding. In 2016, a NOAA study found that nuisance flooding frequency was increasing to the north and south of Volusia County (in Mayport, FL; Fernandina Beach, FL; and Key West, FL). It is expected that these events will continue to increase in frequency in the future.
- **Tsunami**: In August 2008, a qualitative tsunami hazard assessment prepared by NOAA and USGS indicated that the U.S. Atlantic coast has a very low tsunami risk[18]. This qualitative assessment was based on National Geophysical Data Center (NGDC) and United States Geological Survey (USGS) databases. Specifically, Atlantic coast tsunami vulnerability was deemed very low based on very low wave runup, low tsunami hazard frequency, and no reported fatalities. Although an East Coast tsunami would be rare, two offshore areas are currently under investigation according to a 2002 National Geophysical Data Center report. One area of interest consists of large cracks northeast of Cape Hatteras, North Carolina that could foretell the early stages of an underwater landslide resulting in a tsunami. The other area of interest consists of submarine canyons approximately 150 kilometers from Atlantic City, New Jersey. Significant factors for consideration regarding these areas are recent discoveries along the East Coast that demonstrate the existence of pressurized hydrates and pressurized water layers on the continental shelf. This has produced speculation among the scientific community on possible triggers that could cause sudden and perhaps violent releases of compressed material that could factor into landslide events and the resulting tsunami waves. Although different from a tsunami, a rogue wave is relatively large (i.e., larger in height than a tsunami) and spontaneous ocean waves can cause similar impacts. On July

[18] NOAA and USGS. 2008. *U.S. States and Territories National Tsunami Hazard Assessment: Historical Record and Sources for Waves.* August 2008.

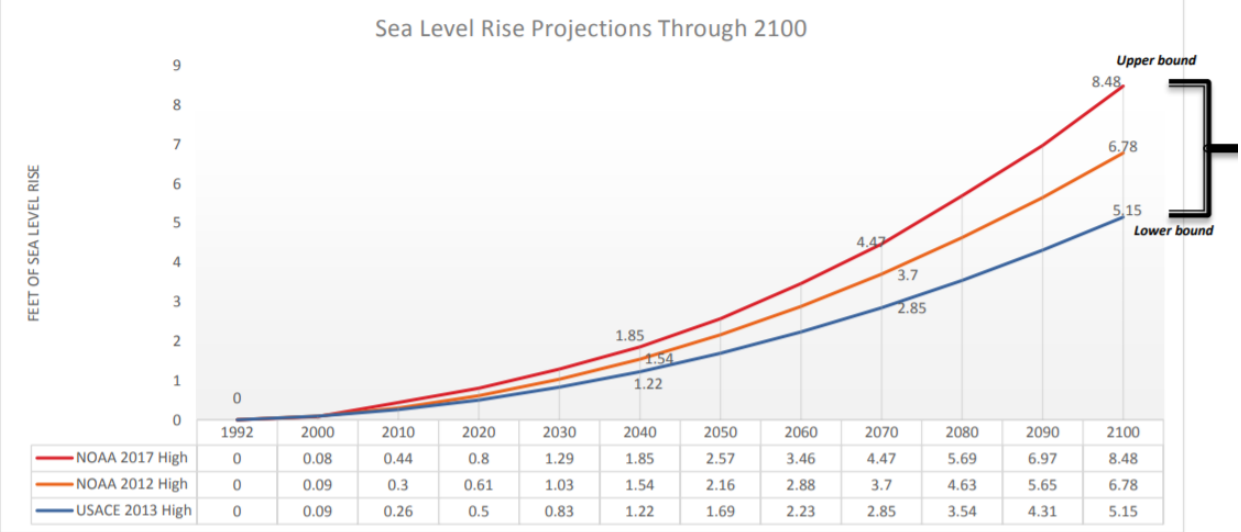
3, 1992, a 27-mile-long, 18-foot rogue wave came onshore between Ormond Beach to New Smyrna Beach, centered at Daytona Beach. Sailboats crashed ashore, 200 cars were damaged and approximately 75 people were injured resulting in two hospitalizations. It is theorized that an underwater landslide caused the rogue wave, potentially categorizing this wave as a type of tsunami, or it was the result of a squall line.

Probability of Future Occurrences

There is a high probability that Volusia County will continue to experience rising coastal water associated with large tropical storms, hurricanes and squalls combined with high tides, based on the frequency of past tropical cyclones.

As noted in previous sections (under Flood), anticipated sea level rise will increase the probability and intensity of future storm surge events. This rise in sea level will increase the probability and intensity of rising coastal water events but will also contribute to the loss of coastal wetlands and erosion of sand beaches that act as protective buffers against storm surge events. The National Oceanic and Atmospheric Administration (NOAA) and the U.S. Army Corps of Engineers have published numerous "sea level rise curves" that project the future impacts of sea level rise, in feet. The following sea level rise curves are being used to assess the potential impacts of sea level rise by municipalities in Volusia County.

Section 5: Figure 11: Sea Level Rise Projections

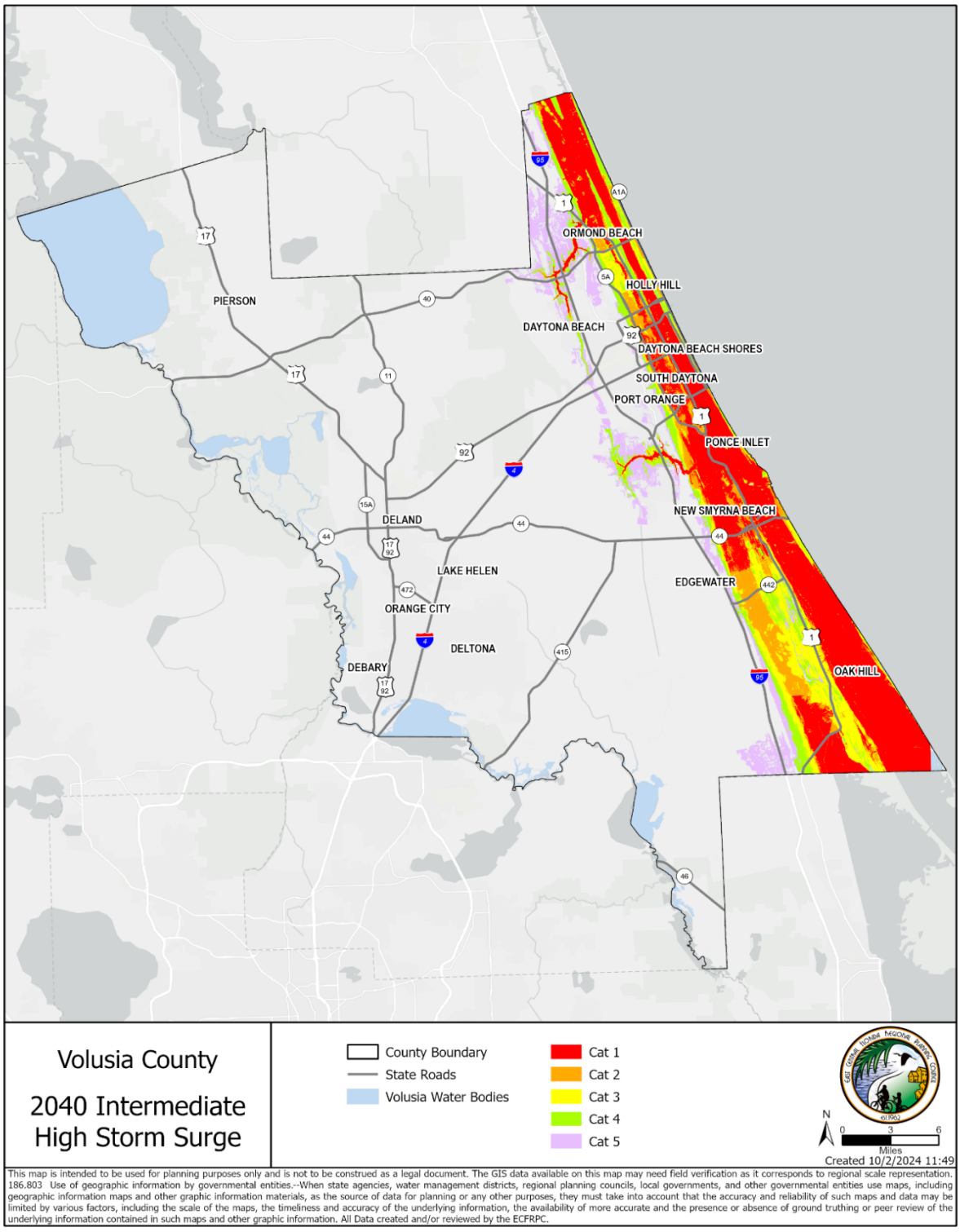


	1992	2000	2010	2020	2030	2040	2050	2060	2070	2080	2090	2100
NOAA 2017 High	0	0.08	0.44	0.8	1.29	1.85	2.57	3.46	4.47	5.69	6.97	8.48
NOAA 2012 High	0	0.09	0.3	0.61	1.03	1.54	2.16	2.88	3.7	4.63	5.65	6.78
USACE 2013 High	0	0.09	0.26	0.5	0.83	1.22	1.69	2.23	2.85	3.54	4.31	5.15

The probability of a future tsunami event affecting Volusia County is very low, as indicated in the 2008 NOAA-USGS tsunami hazards assessment. However, the consequences of even a moderate tsunami striking Volusia County would devastate lives, development, and the ability of the county to function.

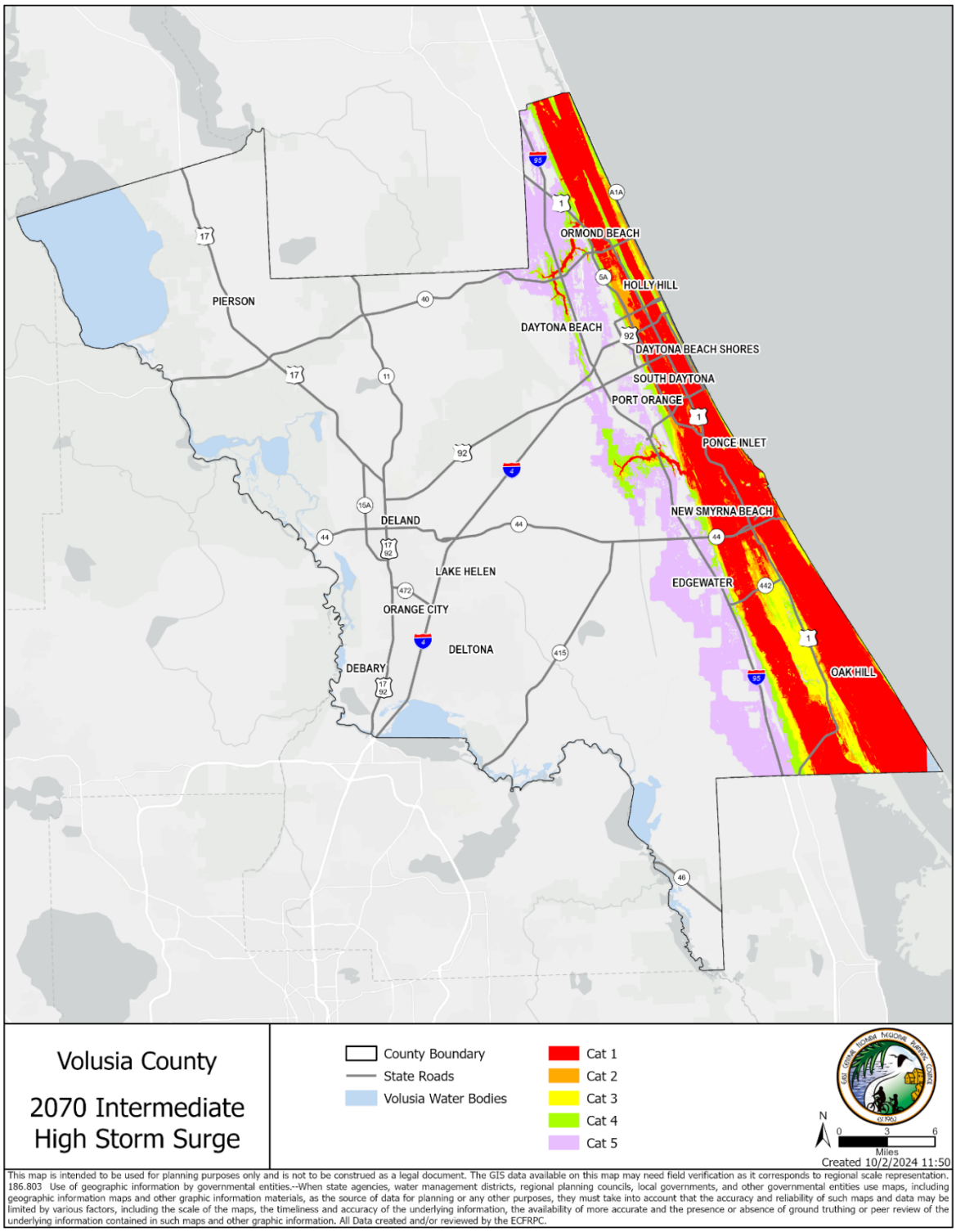
The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from hurricanes that future mitigation and adaptation strategies related to this hazard should be considered. The figures below represent the intermediate high projection for sea level rise in 2040 and 2070.

Section 5: Figure 12: 2040 Intermediate High Storm Surge



Source: ECFRPC

Section 5: Figure 13: 2070 Intermediate High Storm Surge



Source: ECFRPC

5.10 SEVERE WEATHER

Background

Severe weather refers to any significant or intense weather conditions that can cause damage, disruption, or pose a threat to safety. It encompasses a range of phenomena that are more extreme than typical weather conditions. Volusia County experiences severe weather in a variety of ways.

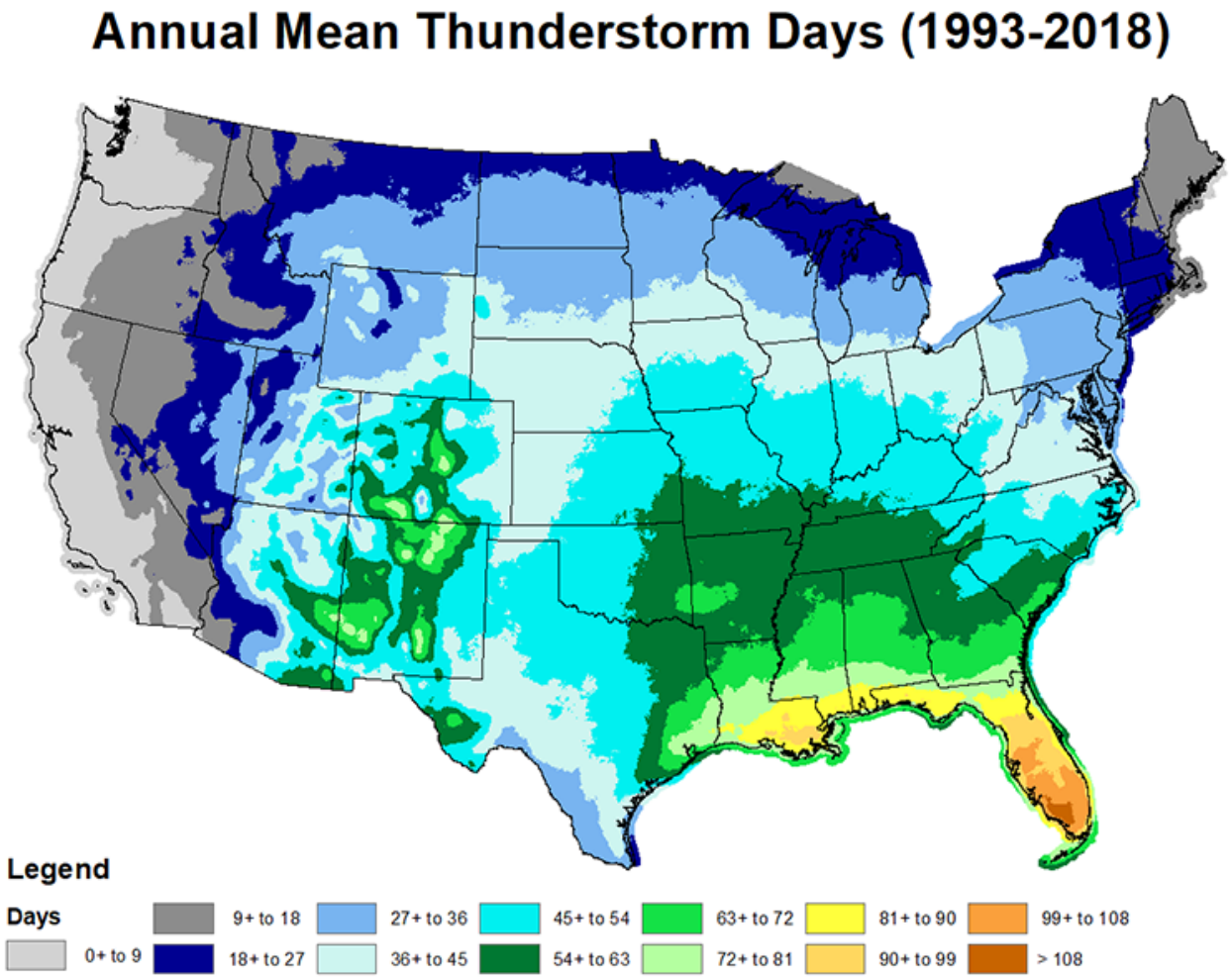
- **Hail** frequently accompanies thunderstorms and has potential to cause substantial damage. Early in the developmental stages of hail, ice crystals form within a low-pressure front due to the rapid rise of warm air into the upper atmosphere and the subsequent cooling of the air mass. Frozen droplets gradually accumulate on the ice crystals until they develop sufficient weight to fall as precipitation. Hail precipitation falls in spheres or irregularly shaped masses greater than 0.75 inches in diameter. The size of hailstones is a direct function of the size and severity of the storm. High velocity updraft winds are required to keep hail in suspension in thunderclouds. The strength of the updraft is a function of the intensity of heating at the Earth's surface. Higher temperature gradients relative to elevation above the surface result in increased suspension time and hailstone size.
- **Lightning** is a discharge of electrical energy resulting from the buildup of positive and negative charges within a thunderstorm, creating a "bolt" when the buildup of charges becomes strong enough. This flash of light usually occurs within the clouds or between the clouds and the ground. A bolt of lightning can reach temperatures approaching 50,000 degrees Fahrenheit. Lightning rapidly heats the sky as it flashes but the surrounding air cools following the bolt. This rapid heating and cooling of the surrounding air causes thunder which often accompanies lightning strikes. While most often affiliated with severe thunderstorms, lightning often strikes outside of heavy rain and might occur as far as 10 miles away from any rainfall.
    - According to FEMA, an average of 300 people is injured and 80 people are killed in the United States each year by lightning. Direct lightning strikes also can cause significant damage to buildings, critical facilities, and infrastructure. Lightning is also responsible for igniting wildfires that can result in widespread damage to property before firefighters have the ability to contain and suppress the resultant fire[19].
- **Thunderstorms** are common throughout Florida and occur throughout the year. Although thunderstorms generally affect a small area, they are very dangerous given their ability to produce accompanying hazards including high winds, hail, and lightning which all may cause serious injury or death, in addition to property damage[20].
    - According to the National Weather Service, more than 100,000 thunderstorms occur each year, though only about 10 percent of these storms are classified as "severe." A severe thunderstorm occurs when the storm produces one of three elements: 1) Hail of three-quarters of an inch; 2) Tornado; 3) Winds of at least 58 miles per hour.
    - Three conditions need to occur for a thunderstorm to form. First, it needs moisture to form clouds and rain. Second, it needs unstable air, such as warm air that can rise rapidly (this often referred to as the "engine" of the storm). Finally, thunderstorms need lift, which comes in the form of cold or warm fronts, sea breezes, mountains, or the sun's heat. When these conditions occur, air masses of varying temperatures meet, and a

[19]Wildfires are discussed in Section 5.14.
[20] Lightning and Hail are discussed in detail as separate hazards in this section.

thunderstorm is formed. These storm events can occur singularly, in lines, or in clusters. Further, they can move through an area very quickly or linger for several hours.

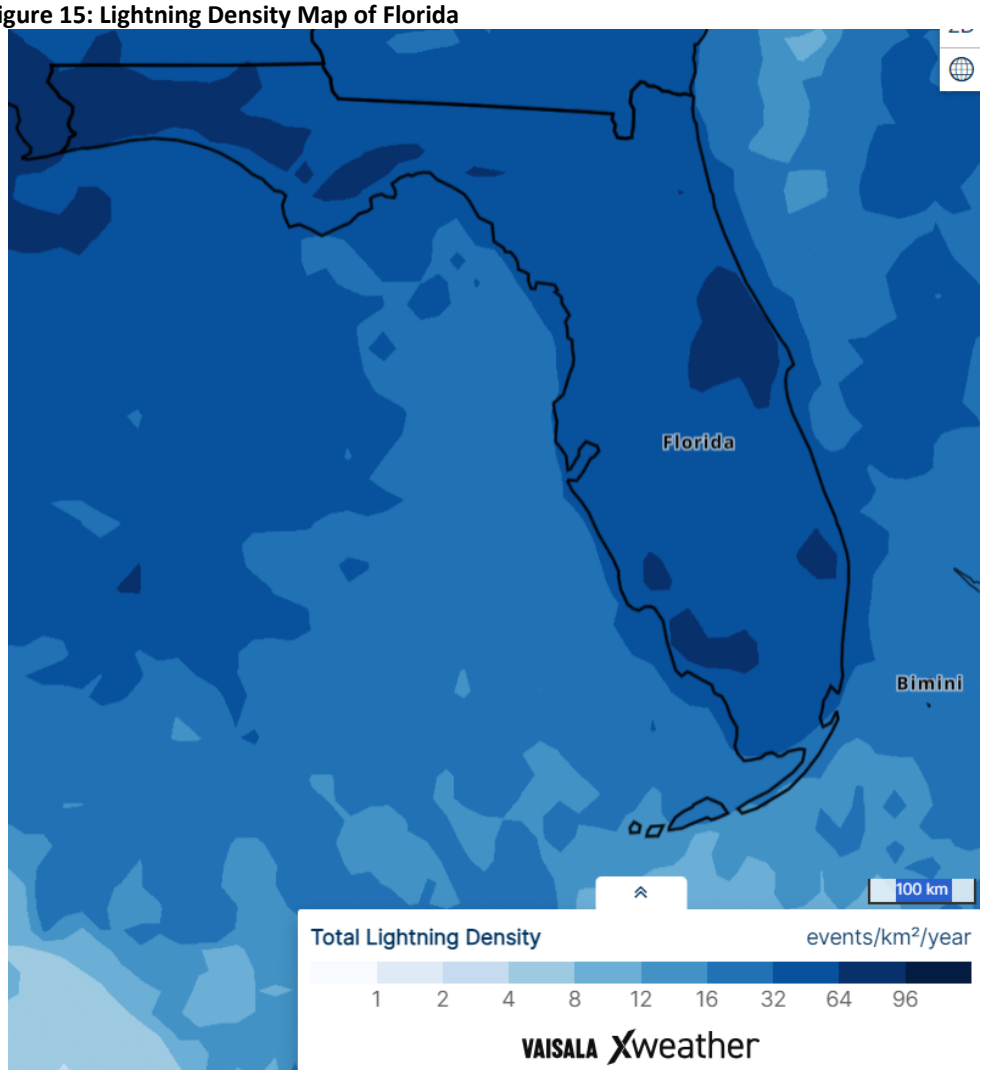
Severe weather can affect all jurisdictions within Volusia County and their duration can span from localized events (less than 10 minutes locally) to hours-long events (primarily in the case of hurricanes or large tropical systems).

Section 5: Figure 14: Average Annual Number of Thunder Events



Source: NOAA. https://www.noaa.gov/jetstream/thunderstorms

Section 5: Figure 15: Lightning Density Map of Florida



Source: Vaisala U.S. National Lightning Detection Network 2024. https://interactive-lightning-map.vaisala.com/

Location and Spatial Extent

Severe storms are common and impact the entirety of Volusia County. Volusia County is in a region of the country that is particularly susceptible to these types of events.

Hail is often produced during a thunderstorm event which has no geographic limitations on the area it affects. Therefore, it is assumed that all of Volusia County is uniformly at risk to hail events. Impacts typically include downed power lines and trees and damage to vehicles and mobile homes. Hail is a form of solid precipitation consisting of balls or irregular lumps of ice .5 millimeters or larger that form during certain thunderstorm conditions. In terms of extent for Volusia County, tennis ball-sized hail (2.5-inch diameter based on NOAA hail conversions) has been observed on many occasions within Volusia County and is a probable occurrence on an annual basis. Larger hail conditions are less likely, but possible. The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from hail and that future mitigation and adaptation strategies related to this hazard should be considered.

Lightning occurs randomly and is, therefore, impossible to predict where it will strike. It is assumed that all of Volusia County is uniformly exposed to lightning which strikes in very small, specific geographic areas. Impacts from lightning have included deaths and injuries, damage to electrical systems, and fires that have destroyed residential and commercial property.

Severe thunderstorms and their related hazardous elements (including lightning, hail, and straight-line winds) are not confined to any geographical boundaries and typically are widespread events. Thunderstorms can occur in all regions of the United States, but they are most common in the central and southern states because atmospheric conditions in those regions are favorable for generating these powerful storms. Therefore, it is assumed that Volusia County would be uniformly exposed to these hazards and that the spatial extent of that impact would potentially be large. The extent of thunderstorm severity varies on an event-by-event-basis and is generally subject to the atmospheric conditions present at the time. While light thunderstorms are more common in frequency, severe thunderstorms (with associated Severe Thunderstorm Warnings) which include the added impacts of lightning and (more rarely) hail occur several times per year in Volusia County.

Historical Occurrences

According to the National Climatic Data Center, there have been numerous recorded hail events in Volusia County as shown in **Section 5: Table 8**[21]. Hail sizes for these events range from 1.00 inches to 2.75 inches in diameter. The emergency management officials from the Volusia County jurisdiction determined that only hail that was greater than one inch in diameter was to be listed.

Section 5: Table 8: Historical Hail Impacts

LOCATION	DATE	MAGNITUDE (inches)	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Volusia County	8/16/1963	1.00	0/0	$0	Not Available
Volusia County	2/7/1971	2.75	0/0	$0	Not Available
Volusia County	3/13/1971	1.75	0/0	$0	Not Available
Volusia County	5/29/1971	1.75	0/0	$0	Not Available
Volusia County	4/4/1973	1.00	0/0	$0	Not Available
Volusia County	6/10/1975	1.75	0/0	$0	Not Available
Volusia County	5/12/1976	1.50	0/0	$0	Not Available
Volusia County	4/18/1978	1.00	0/0	$0	Not Available
Volusia County	4/8/1982	1.50	0/0	$0	Not Available
Volusia County	4/29/1982	1.75	0/0	$0	Not Available
Volusia County	6/8/1985	1.00	0/0	$0	Not Available
Volusia County	6/18/1987	1.75	0/0	$0	Not Available
Volusia County	5/24/1988	1.50	0/0	$0	Not Available
Volusia County	2/21/1989	1.00	0/0	$0	Not Available
Volusia County	3/23/1989	1.25	0/0	$0	Not Available

[21] A Hail event that affects several jurisdictions on the same day is classified as a single event.

LOCATION	DATE	MAGNITUDE (inches)	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Volusia County	5/1/1989	1.00	0/0	$0	Not Available
Volusia County	6/26/1990	1.00	0/0	$0	Not Available
Volusia County	5/2/1992	1.00	0/0	$0	Not Available
Edgewater	1/11/1993	1.50	0/0	$77,700	Strong downburst winds damaged 9 mobile homes. Most had aluminum awnings, carports, and family rooms ripped away. Trees and power lines were down. Up to golf ball-sized hail also fell.
Daytona Beach	3/31/1993	1.75	0/0	$0	Golf ball-sized hail fell at the Daytona Beach Airport.
Daytona Beach	6/19/1995	2.50	0/0	$36,809	Severe thunderstorms blew down dozens of trees in Deltona and produced one inch-diameter hail.
Daytona Beach	3/28/1996	1.75	0/0	$0	Strong downburst winds blew down trees destroyed a pool screen and produced two and one-half-inch-diameter hail in the Spruce Creek Village.
Barberville	6/15/1996	1.00	0/0	$0	Hail the size of quarters fell in Barberville, while quarter-sized hail fell in DeBary.
DeBary	6/15/1996	1.00	0/0	$0	
Daytona Beach	8/25/1996	1.00	0/0	$0	Not Available
Deltona	7/7/1997	1.00	0/0	$0	Not Available
DeBary	8/13/1997	1.00	0/0	$0	Not Available
Deltona	2/28/1998	1.00	0/0	$0	Not Available
DeLand	3/20/1998	1.25	0/0	$0	Not Available
New Smyrna Beach	3/20/1998	1.00	0/0	$0	
Daytona Beach	6/25/1998	1.75	0/0	$0	Not Available
Port Orange	1/9/1999	1.00	0/0	$4,032	A few mobile homes were damaged by falling trees and quarter-sized hail in Port Orange.
Pierson	5/6/1999	1.75	0/0	$0	Not Available
Orange City	5/9/1999	1.75	0/0	$0	Not Available
Oak Hill	4/15/2000	1.00	0/0	$0	Not Available
DeLand	9/19/2000	1.75	0/0	$0	Not Available
Oak Hill	3/29/2001	1.00	0/0	$0	Not Available
DeLand	3/31/2001	1.00	0/0	$0	Not Available
New Smyrna Beach	8/21/2001	1.00	0/0	$0	Not Available
Deltona	3/19/2003	1.00	0/0	$0	Not Available
DeLand	4/25/2003	1.00	0/0	$0	Not Available

LOCATION	DATE	MAGNITUDE (inches)	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
DeLand	7/18/2003	1.00	0/0	$0	Not Available
Oak Hill	7/21/2003	1.00	0/0	$0	Not Available
DeLand	10/7/2003	1.00	0/0	$0	Not Available
Port Orange	7/8/2004	2.00	0/0	$0	Not Available
Maytown	10/19/2004	1.00	0/0	$0	Not Available
Seville	3/25/2005	1.00	0/0	$0	Not Available
Daytona Beach	5/4/2005	1.75	0/0	$112,551	Not Available
Holly Hill	6/28/2006	1.75	0/0	$0	Not Available
DeLand	7/17/2006	1.00	0/0	$0	Not Available
Glencoe	3/7/2008	1.00	0/0	$0	A cold front moving across central Florida produced a line of thunderstorms that moved southeast across the area. One inch hail was reported in Port Orange. Quarter size hail was reported at Interstate 95 and Highway SR44, near Glencoe, and in Daytona Beach. The public reported nickel size hail in Deltona.
Port Orange	3/7/2008	1.00	0/0	$0	
Daytona Beach	3/7/2008	1.00	0/0	$0	
Seville	7/5/2008	1.00	0/0	$0	Quarter-sized hail was reported. A sea breeze thunderstorm produced hail and wind gusts in interior parts of E.C.F.
Seville	6/13/2009	1.00	0/0	$0	Numerous strong storms developed over east central Florida, with a few strengthening to severe levels and producing wind damage and large hail.
DeLeon Springs	3/31/2009	1.00	0/0	$0	A northward-lifting warm front combined with active sea breeze boundaries within an unstable atmosphere produced several severe thunderstorms with nickel to quarter sized hail and localized severe winds.
Ponce Park	2/22/2010	1.00	0/0	$0	Isolated thunderstorms developed in an unstable environment well ahead of a cold front. One of the storms became strong and produced small hail as it moved east out of the Ocala National Forest. The storm

LOCATION	DATE	MAGNITUDE (inches)	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
					strengthened as it approached the coast, producing large hail on the barrier island east of central Daytona Beach.
Harbor Point	5/13/2011	1.00	0/0	$0	The collision of the east and west coast sea breezes formed a broken line of thunderstorms across East Central Florida. A couple of these pulse storms became severe in Orange and Volusia Counties.
Ormond by the Sea	3/31/2011	1.00	0/0	$0	A pre-frontal squall line moved rapidly across central Florida, bringing strong to severe thunderstorms with large hail and funnel clouds.
Glencoe	5/17/2012	1.75	0/0	$0	The east coast sea breeze formed in the early afternoon and propagated inland, eventually colliding with the west coast sea breeze over the central peninsula. Storms moved to the east and northeast and produced large hail over Brevard and Volusia Counties.
Deltona	4/20/2012	1.75	0/0	$0	Several severe thunderstorms occurred as low to mid-level southwest winds brought a warm and very moist air mass into east central Florida. Much cooler and drier air above this moisture laden air allowed for vigorous storm development which acted to produce severe wind gusts and hail in many of the thunderstorms that developed.
Barberville	4/20/2012	1.25	0/0	$0	Several severe thunderstorms occurred as low to mid-level southwest winds brought a warm and very moist air mass into east central Florida. Much cooler and drier air above this moisture laden air allowed for vigorous storm development which acted

LOCATION	DATE	MAGNITUDE (inches)	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
					to produce severe wind gusts and hail in many of the thunderstorms that developed.
DeBary	4/20/2012	1.00	0/0	$0	Several severe thunderstorms occurred as low to mid-level southwest winds brought a warm and very moist air mass into east central Florida. Much cooler and drier air above this moisture laden air allowed for vigorous storm development which acted to produce severe wind gusts and hail in many of the thunderstorms that developed.
DeLand Osteen Glencoe	5/17/2012	0.75 (DeLand) 0.88 (Osteen) 1.75 (Glencoe)	0/0	$0	The east coast sea breeze formed in the early afternoon and propagated inland, eventually colliding with the west coast sea breeze over the central peninsula. Storms moved to the ENE, producing large hail over Volusia County.
Daytona Airport	6/24/2014	0.88	0/0	$0	A thunderstorm developed rapidly along the east coast sea breeze over coastal Volusia County and
DeLeon Springs	6/26/2014	0.88	0/0	$0	A weather spotter observed hail up to nickel size in De Leon Springs as a strong thunderstorm affected the area.
Deltona	5/20/2015	1.00	0/0	$0	Strong thunderstorms developed over the mainland and became severe as they interacted with the east coast sea breeze over central Volusia and eastern Seminole County. Large hail, up to quarter-sized, was reported across sections of Deltona and Oviedo.
DeLeon Springs	7/6/2015	0.75	0/0	$0	Thunderstorms developed along the west coast sea breeze and became strong as they approached Volusia County, producing small hail and some

LOCATION	DATE	MAGNITUDE (inches)	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
					minor tree damage in De Leon Springs.
DeLeon Springs	7/6/2016	1.00	0/0	$0	An isolated thunderstorm quickly became severe and hail up to quarter size as it moved slowly southeast across Deleon Springs.
Enterprise	2/15/2017	0.88	0/0	$0	Scattered thunderstorms developed ahead of a strong cold front, bringing small hail to Enterprise in Volusia County.
Harbor Point New Smyrna Beach Enterprise	6/1/2017	1.00 – 1.25	0/0	$0	A sea breeze collision produced a severe thunderstorm over east central Volusia County during the late afternoon. Several reports of quarter to half dollar sized hail were received from Port Orange to New Smyrna Beach.
Enterprise	7/20/2017	1.00	0/0	$0	A collision of the east and west coast sea breeze over the interior of Central Florida produced two severe thunderstorms that resulted in quarter-sized hail in Orange and Volusia Counties. A funnel cloud was also reported in Osceola County.
Ormond Beach DeLeon Springs Daytona Beach Holly Hill	3/20/2018	1.00 – 2.00	0/0	$0	A deepening mid-level trough and associated strong cold front moved across north/central Florida. Conditions ahead and along the cold front were favorable for severe thunderstorms as 80-90 knot jet maxima produced sufficient upper level divergence. These conditions produced an enhanced risk of severe weather, sparking several rounds of severe thunderstorms, which affected Volusia, Seminole, Orange, Brevard and Okeechobee Counties.
New Smyrna Beach	4/9/2019	0.88	0/0	$0	An area of low pressure and a weak cold front moved across central Florida sparking numerous

LOCATION	DATE	MAGNITUDE (inches)	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
					showers and thunderstorms across the area. Deep moisture was in place across the area, and instability had increased through the day due to daytime heating. The instability, combined with lift associated with the approaching cold front and cold temperatures in the middle part of the atmosphere, allowed a few thunderstorms to become severe. In Volusia County, a strong storm produced nickel sized hail. In Seminole County, damaging winds caused numerous trees to be uprooted. In Brevard County, a severe thunderstorm produced a strong wind gust at the Cape.
Deltona	5/4/2019	0.75 – 1.00	0/0	$0	An area of high pressure located over the central Atlantic was the dominant feature affecting weather over central Florida. This led to west to southwest winds at the surface that pushed deep moisture from the Gulf across the area. Hot daytime temperatures, and cold temperatures in the middle atmosphere provided the necessary ingredients for strong to severe thunderstorms to develop. These storms developed along the sea breezes and outflow boundaries that were produced. One thunderstorm became severe in southwestern Volusia County where it produced hail and damaging winds.
Glencoe Hucomer	5/31/2019	0.88 – 1.00	0/0	$0	The Atlantic high-pressure ridge located south of Florida resulted in southwest winds across central Florida. This pushed deep moisture over the area, and when combined with daytime heating and cold temperatures in the middle atmosphere provided

LOCATION	DATE	MAGNITUDE (inches)	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
					conditions for showers and thunderstorms to develop. One thunderstorm in eastern Volusia County interacted with the sea breeze front. This storm quickly became severe as it moved very slowly southward over New Smyrna Beach and Edgewater, and several reports of hail were received in these areas.
Cassadaga	5/21/2020	1.00	0/0	$0	The public reported quarter sized hail near the intersection of Courtland Boulevard and Lockwood Boulevard in Deltona.
Orange City Deltona	8/9/2020	1.00-1.75	0/0	$0	Afternoon thunderstorms that developed along the sea breeze collision became severe, producing large hail in Volusia County, and damaging winds in Volusia and Orange Counties.
Blake	8/18/2020	1.00	0/0	$0	Numerous thunderstorms developed along the outflow boundary and sea breeze collisions. These storms produced two tornadoes in western Volusia County, including a rare August EF-2. In addition, other thunderstorms produced strong winds and hail along the Volusia and Brevard County coasts.
West Holly Hill Daytona Beach Daytona Beach Shores South Daytona Ponce Inlet Blake	3/6/2021	0.75-1.50	0/0	$0	Daytona International Speedway Emergency Management reported half dollar sized hail west of Interstate 95 near LPGA Boulevard. They also reported small hail had accumulated on the ground and was 4 to 5 inches deep in some spots.
Ormond by the Sea	4/18/2021	1.00	0/0	$0	An isolated severe thunderstorm developed over Flagler County near a stationary front. The storm moved quickly southeast along the Flagler-Volusia County line and produced large hail just south

LOCATION	DATE	MAGNITUDE (inches)	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
					of the county line, in Ormond Beach.
New Smyrna Beach Coronado Beach	3/16/2022	1.75	0/0	$0	Numerous afternoon thunderstorms developed across east-central Florida, with several becoming severe. These severe storms produced large hail in Brevard, Seminole, and Volusia County, with wind damage to trees also occurring in Volusia County.
Orange City Deland	5/21/2022	1.00-1.25	0/0	$0	Numerous afternoon thunderstorms developed across east-central Florida as the east coast sea breeze moved inland from the coast and eventually collided with the west coast sea breeze. Many storms became severe and produced quarter to half dollar sized hail over parts of Seminole, Volusia, and Lake Counties.
Cassadaga	6/6/2022	1.00	0/0	$0	Numerous severe thunderstorms developed across east-central Florida along the east coast sea breeze, and along the main sea breeze collision. Many storms became severe over Seminole and Volusia Counties where hail and wind damage occurred. Then, as storms moved offshore, they produced severe wind gusts along the coast in Brevard, Indian River, and Martin Counties. One storm produced an EF-0 tornado in Saint Lucie County west of Fort Pierce.
Lake Helen	5/18/2023	1.00	0/0	$0	Strong storms produced severe hail near Lake Helen in Volusia County.

Source: National Climatic Data Center

NOTE: ALL HISTORICAL OCCURRENCES IN THIS REPORT ARE THE MOST RECENT AS DOCUMENTED BY THE NATIONAL CLIMATIC DATA CENTER

According to the National Climatic Data Center, there have been recorded lightning events in Volusia County as listed in **Section 5: Table 9**. However, these are only the lightning events that have been reported to NCDC. According to the emergency managers from various Volusia County jurisdictions thousands of lightning strikes occur each day during the summer afternoon thunderstorms. For example, in 1997 the Port Orange Police Department was struck by lightning twice in a two-week period, each time knocking out the 911 consoles. In addition, during September 2007, there was a lightning event that occurred in Port Orange causing damages totaling $310,000 to a property which had an appraisal value of $350,000 and another which occurred in August 2009, in DeBary causing damages of $500,000 to a church which had burned to the ground. Volusia has the second greatest number of lightning strikes in Florida, behind the Tampa Bay area. The corridor between I-75 and I-95 in the North Central Florida area experiences a high number of lightning strikes.

Section 5: Table 9: Historical Lightning Occurrences

LOCATION	DATE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Holly Hill	7/23/1994	0/1	$0	A 17-year-old male riding a bike was hospitalized with burns to his chest after lightning struck the boy.
New Smyrna Beach	9/18/1994	1/1	$0	A fast-moving thunderstorm, which had produced rain for only a few minutes, produced the flash which struck the victims directly. One death and one injury resulted.
New Smyrna Beach	6/24/1995	0/1	$0	A lifeguard on top of a high observation tower was struck and injured by lightning.
Ormond Beach	6/28/1995	0/1	$0	A woman was injured by lightning while talking on a telephone in her home.
Daytona Beach	9/23/1995	1/1	$0	Two men were struck by a lone lightning bolt. Both men were hospitalized in critical condition. One of the two died three days later.
DeBary	6/15/1996	0/0	$285,935	Fires started by lightning destroying two condominiums.
New Smyrna Beach	6/19/1996	0/0	$100,077	Fire started by lightning severely damaged a house.
Edgewater	8/20/1997	0/1	$0	Lightning knocked a plumber unconscious while he was under a mobile home.
New Smyrna Beach	8/3/1999	0/0	$4,032	A Volusia County Sheriff's Office horse was killed by lightning while standing under a tree.
Daytona Beach	7/4/2002	0/0	$24,597	Lightning started a fire that damaged an apartment building in Daytona Beach.
Daytona Beach	7/4/2002	0/8	$0	Eight spectators were struck and injured by lightning at Daytona Beach International Speedway. Two of the victims were hospitalized. Six were treated and released at the scene.

LOCATION	DATE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Port Orange	8/3/2002	1/0	$0	A 62-year-old man was killed by lightning outside his home.
Edgewater	8/20/2002	0/0	$18,448	Lightning started a fire that damaged a carpet store in Edgewater.
Oak Hill	7/21/2003	0/0	$35,822	Fire started by lightning destroyed a mobile home.
Deltona	8/25/2003	0/0	$298,513	Fire from a lightning strike destroyed a church in Deltona.
Port Orange	9/14/2003	0/0	$298,513	Lightning struck a warehouse in Port Orange.
Daytona Beach	6/3/2004	0/2	$0	Two spectators suffered minor injuries from a lightning strike at Daytona Beach International Speedway.
Pierson	7/7/2004	0/2	$0	Two convenience store workers were briefly hospitalized after being injured by a lightning strike while working in the store kitchen.
Edgewater	5/24/2005	0/1	$0	A 27-year-old man was seriously injured by lightning while in a wooded area near Edgewater.
DeLand	7/29/2005	0/0	$0	Lightning strikes down trees and power lines in DeLand.
DeBary	5/26/2006	0/1	$0	A woman carrying a child outside was struck by lightning. The child was uninjured. The woman was transported to a hospital in critical condition.
Deltona	6/25/2007	0/0	$26,523	Lightning heavily damaged a home in Deltona.
Ponce Park	9/12/2007	0/2	$0	A small boat was struck by lightning in the Halifax River, resulting in minor injuries for two people.
DeBary	7/16/2008	0/0	$4,120	Lightning ignited a barn fire near DeBary.
DeBary	7/16/2008	0/0	$500,000	A lightning strike from an intense thunderstorm started a fire with burned a church to the ground.
Holly Hill	7/24/2009	0/1	$0	Sea breeze boundaries collided over coastal Volusia County, resulting in the rapid development of a severe storm near Ormond Beach. This cell then back-built south-southwest along a boundary during the late afternoon, producing a complex of strong to severe cells farther inland. A waterspout developed within the initial severe cell offshore of Ormond Beach and moved onto the beach as a tornado, reaching the adjacent backyard of several homes just beyond the beach. This vortex meandered

LOCATION	DATE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
				south along the beach and near-shore Atlantic waters for about ten minutes. Early in the evening, another tornado (EF-0) developed inland over Port Orange and damaged 150 mobile homes before lifting.
Daytona Beach	8/05/2009	0/1	$0	Strong thunderstorms produced frequent cloud to ground lightning strikes across Volusia County. Two individuals were injured by lightning strikes in separate incidents about 30 minutes apart within Daytona Beach.
South Peninsula	8/05/2009	0/1	$0	Strong thunderstorms produced frequent cloud to ground lightning strikes across Volusia County. Two individuals were injured by lightning strikes in separate incidents about 30 minutes apart within Daytona Beach.
DeBary	8/20/2009	0/0	$4,000	Sea breeze thunderstorms produced lightning across central Florida. Lightning ignited a barn fire near DeBary.
Blake	6/9/2015	0/1	$0	Lightning associated with thunderstorms developing along the east coast sea breeze injured a boy fishing in the water at Daytona Beach Shores.
Harbor Point	6/26/2015	1/0	$0	Thunderstorms developed over northern Volusia County along the east coast sea breeze. Lightning struck and killed a 25-year-old male in Port Orange as he worked outdoors.
Blake	6/24/2016	1/2	$0	Lightning from a thunderstorm located about 4 miles to the north struck a woman walking at waters edge on Daytona Beach Shores, resulting in a fatality.
Ponce Park	8/14/2016	0/1	$0	A severe thunderstorm produced wind damage to trees and structures in Lake County during the middle of the afternoon. About an hour later, another storm produced lightning which injured a man on a Volusia County beach.
Ellison Acres	1/7/2017	0/1	$0	A line of strong thunderstorms moved quickly east across Volusia County early in the morning, crossing Ponce Inlet prior to sunrise. A fisherman on the north jetty was injured when lightning struck his fishing pole.

LOCATION	DATE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Ormond by the Sea	7/22/2017	0/1	$0	Lightning struck close to a woman standing in shallow water in Ormond by the Sea, resulting in injuries.
Maytown	8/5/2017	0/0	$200,000	An afternoon thunderstorm produced a lightning strike that hit a house in Oak Hill. The house caught fire and suffered extensive damage. No injuries or fatalities were reported.
Ellison Acres	6/14/2018	0/3	$0	Numerous showers and thunderstorms developed along the collision of the east and west coast sea breeze in eastern Orange and eastern Seminole County. One storm became strong and produced penny-sized hail just east of Geneva. Then, as these storms pushed east towards the coast, one storm produced a lightning strike that injured three people that were near the edge of the boardwalk in New Smyrna Beach.
Harbor Point	6/21/2018	0/0	$275,000	This storm produced a severe wind gust in Melbourne Beach. In Port Orange, a home was destroyed after being struck by lightning and catching fire.
DeLand	8/28/2018	0/1	$0	A woman standing in a parking lot in Deland was struck and seriously injured by a lightning strike.
Ormond Beach	6/9/2019	1/0	$0	A motorcyclist was killed when he was struck by lightning while on Interstate 95 in Volusia County.
Mission City	7/19/2022	1/1	$0	Lightning struck and injured two people at two different locations in New Smyrna Beach. A 27-year-old man was seriously injured and transported to a local hospital, where he later died from his injuries. A 66-year-old man suffered minor injuries after lightning struck nearby.
Deltona	5/22/2023	1/0	$0	Lightning struck and killed a 24-year-old man while he was working on a roof in Volusia County, causing him to fall off of the roof.

Source: National Climatic Data Center

NOTE: ALL HISTORICAL OCCURRENCES IN THIS REPORT ARE THE MOST RECENT AS DOCUMENTED BY THE NATIONAL CLIMATIC DATA CENTER

Section 5: Table 10 shows historic thunderstorm events, including thunderstorm winds and high winds, which resulted in property damage in Volusia County. (Other windstorms, such as tornadoes and hurricanes, are addressed separately.)

Section 5: Table 10: Historical Thunderstorm Occurrences Resulting in Property Damage

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Pierson	3/27/2000	Thunderstorm Winds	0/0	$19,572	Severe thunderstorm winds blew down trees on a house near Pierson.
Deltona	7/26/2000	Thunderstorm Winds	0/1	$15,657	Thunderstorm winds blew down power lines and trees in the Deltona Area. One woman was injured when a tree fell on her car as she was driving in Deltona.
Orange City	9/03/2000	Thunderstorm Winds	0/0	$39,143	Thunderstorm winds blew down numerous trees and power lines in Orange City. Falling trees damaged six residences.
Emporia	9/04/2000	Thunderstorm Winds	0/0	$13,048	Thunderstorm winds blew down a large shed cover at a fern nursery.
Daytona Beach	3/13/2001	Thunderstorm Winds	0/1	$38,003	Strong microburst winds hit the barrier island in Daytona Beach destroying a large tent and a beach tollbooth. One person was injured.
Daytona Beach	6/16/2001	Thunderstorm Winds	0/0	$19,002	Thunderstorm winds blew a 50-foot section off the roof of a restaurant in Daytona Beach.
New Smyrna Beach	8/21/2001	Thunderstorm Winds	0/0	$20,268	Thunderstorm winds swept across the New Smyrna Beach Airport overturning a small plane and damaging six others.
DeBary	8/05/2002	Thunderstorm Winds	0/0	$12,299	Thunderstorm winds blew down trees on a mobile home in Debary.
Deltona	3/07/2003	Thunderstorm Winds	0/0	$1,194	Thunderstorm winds blew down numerous trees and power lines in Deltona.
Deltona	3/19/2003	Thunderstorm Winds	0/0	$119,405	Strong thunderstorm winds swept across the Deltona area blowing down dozens of trees that damaged houses and vehicles.

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Holly Hill	7/12/2003	Thunderstorm Winds	0/0	$21,493	Thunderstorm winds destroyed a large gas station roof awning in Holly Hill.
Osteen	4/08/2004	Thunderstorm Winds	0/0	$255,040	Thunderstorm winds produced widespread damage to a mobile home community southwest of Osteen. Many of the homes had damage to attached sunrooms, awnings and sheds. About 15 trees were blown down. The event was accompanied by a large amount of small hail.
Port Orange	6/16/2005	Thunderstorm Winds	0/0	$45,020	Thunderstorm winds overturned a mobile home and damaged two others east of Port Orange.
Daytona Beach	6/17/2005	Thunderstorm Winds	0/0	$11,255	Thunderstorm winds blew down a large tree which damaged a truck.
Deltona	5/28/2006	Thunderstorm Winds	0/0	$27,318	Thunderstorm winds downed power lines and power transformers in Deltona. downed trees
Daytona Beach Airport	7/15/2007	Thunderstorm Winds	0/0	$21,218	Thunderstorm winds peeled back part of a roof on an apartment complex on the barrier island. A band of thunderstorms moved from central Florida to the coast and Lake Okeechobee producing hail, strong winds and funnel clouds.
DeLand	4/03/2008	Thunderstorm Winds	0/0	$1,030	Thunderstorm winds blew down large tree branches that took out power lines in DeLand. Afternoon pulse thunderstorms produced wind damage in DeLand.
Edgewater	4/05/2008	Thunderstorm Winds	0/0	$8,240	Thunderstorm winds blew down trees and power lines in Edgewater. A pre-frontal squall line produced widespread wind damage and hail across central Florida.
New Smyrna Beach	4/05/2008	Thunderstorm Winds	0/0	$12,360	Thunderstorm winds blew down trees and power lines in New Smyrna Beach. A pre-frontal squall line produced widespread wind damage and hail across central Florida.
Ormond Beach	6/19/2008	Thunderstorm Winds	0/0	$2,060	Ormond Beach dispatch reported trees down on power lines at Nova

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
					Road. The daily east coast sea breeze pushed inland and produced thunderstorms over coastal sections of Central Florida.
Fatio	6/21/2008	Thunderstorm Winds	0/0	$5,150	Law enforcement reported three trees down across County Road 42. The daily east coast sea breeze pushed inland and produced thunderstorms over coastal and interior sections of Central Florida.
Beresford	6/21/2008	Thunderstorm Winds	0/0	$1,030	Law enforcement reported a large tree down across State Road 44. The daily east coast sea breeze pushed inland and produced thunderstorms over coastal and interior sections of Central Florida.
DeBary	10/9/2008	Thunderstorm Winds	0/0	$0	A north moving warm front produced widespread thunderstorms across central Florida.
Holly Hill	10/9/2008	Thunderstorm Winds	0/0	$0	A north moving warm front produced widespread thunderstorms across central Florida.
Osteen	10/9/2008	Thunderstorm Winds	0/0	$0	A north moving warm front produced widespread thunderstorms across central Florida.
Daytona Beach	10/9/2008	Thunderstorm Winds	0/0	$0	A north moving warm front produced widespread thunderstorms across central Florida.
Orange City	4/14/2009	Thunderstorm Winds	0/0	$0	A squall line well ahead of a cold front produced numerous thunderstorms with damaging straight-line winds, large hail and a brief, weak tornado. Several Line Echo Wave Pattern (LEWP) features were apparent on radar with rotating comma head signatures.
Harbor Point	6/18/2009	Thunderstorm Winds	0/0	$0	Numerous strong storms impacted central Florida ahead of a stalled frontal boundary far to the north. Local sea breeze interactions combined with a large-scale outflow boundary propagating to

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
					the region prompted the storm development. Many storms produced small hail and wind gusts 45-55 mph, with two storms strengthening to severe levels and resulting in damaging wind gusts.
DeLand	6/13/2009	Thunderstorm Winds	0/0	$0	Numerous strong storms developed over east central Florida, with a few strengthening to severe levels and producing wind damage and large hail.
DeLand	3/31/2009	Thunderstorm Winds	0/0	$0	A northward-lifting warm front combined with active sea breeze boundaries within an unstable atmosphere produced several severe thunderstorms with nickel to quarter sized hail and localized severe winds.
Lake Harney	8/3/2009	Thunderstorm Winds	0/0	$0	Thunderstorms along the east coast sea breeze boundary progressed inland and intensified to produce minor wind damage and a funnel cloud.
DeLand	1/21/2010	Thunderstorm Winds	0/0	$0	Numerous strong thunderstorms moved across the county, well ahead of a cold front during the late afternoon and evening. One of the storms became severe and produced localized wind damage. A funnel cloud was also observed by the Daytona Beach Airport (KDAB) weather observer.
Ormond Beach	6/3/2010	Thunderstorm Winds	0/0	$0	Numerous strong thunderstorms lifted northeast across east-central Florida from mid-afternoon through early evening. Two of the storms became severe and produced damaging winds which downed several trees and large limbs within Orange and Volusia Counties.
DeLand	8/22/2010	Thunderstorm Winds	0/0	$0	Saturated grounds from previous rains, along with recent heavy rain and 30 mph wind gusts from a thunderstorm passing 30 minutes earlier, caused a large pine tree to topple as a vehicle was traveling beneath, resulting in a fatality.

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Ormond Beach	4/5/2011	Thunderstorm Winds	0/0	$0	A pre-frontal squall line crossed central Florida during the morning and early afternoon. A few of the storms became strong to severe and produced high winds and a funnel cloud, primarily across Volusia and Brevard Counties.
Volusia County	6/17/2011	Thunderstorm Winds	0/0	$0	Numerous strong to severe storms formed along the east coast sea breeze across the central Florida interior and Volusia County, producing dime to quarter sized hail and winds of 50 to 60 mph.
Volusia County	3/30/2011	Thunderstorm Winds	0/0	$0	A rare Florida derecho affected the region during the late afternoon and early evening, well ahead of a strong cold front. The rapidly moving squall line, contained multiple bow echoes as it moved across the central portion of Florida at 60 mph.
DeBary	3/30/2011	Thunderstorm Winds	0/0	$0	A rare Florida derecho affected the region during the late afternoon and early evening, well ahead of a strong cold front. The rapidly moving squall line, contained multiple bow echoes as it moved across the central portion of Florida at 60 mph.
DeBary	3/30/2011	Thunderstorm Winds	0/0	$0	A rare Florida derecho affected the region during the late afternoon and early evening, well ahead of a strong cold front. The rapidly moving squall line, contained multiple bow echoes as it moved across the central portion of Florida at 60 mph.
Deltona	3/30/2011	Thunderstorm Winds	0/0	$0	A rare Florida derecho affected the region during the late afternoon and early evening, well ahead of a strong cold front. The rapidly moving squall line, contained multiple bow echoes as it moved across the central portion of Florida at 60 mph.
DeLand	8/13/2011	Thunderstorm Winds	0/0	$5,000	An isolated severe thunderstorm developed along a boundary

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
					collision in central Volusia County and produced wind damage.
Glencoe	5/17/2012	Thunderstorm Winds	0/0	$0	The east coast sea breeze formed in the early afternoon and propagated inland, eventually colliding with the west coast sea breeze over the central peninsula. Storms moved to the east and northeast and produced large hail over Brevard and Volusia Counties.
Oak Hill	8/8/2012	Thunderstorm Winds	0/0	$0	A line of storms developed along the west coast sea breeze and intensified as it interacted with the east coast sea breeze. One of the storms in this line became severe near Haulover Canal.
Volusia County	6/30/2013	Thunderstorm Winds	0/0	$0	Deep southwesterly flow led to the development of several strong to severe thunderstorms, which moved from the Orlando area to the coast of Volusia and Brevard Counties. Peak winds gusts reached 66 mph in Orlando. Thunderstorm winds also peeled back part of a roof from a home in Port Orange.
Volusia County	9/11/2013	Thunderstorm Winds	0/0	$10,000	An isolated heavy shower moved onshore from the Atlantic late at night and produced wind damage to the upper story of an apartment complex.
Deltona	12/15/2013	Thunderstorm Winds	0/0	$1,000	A broken line of showers and thunderstorms moved rapidly southeast across Volusia County. Two cells along the line caused minor wind damage to trees, but no structural damage. Part of a tree fell onto powerlines and a vehicle in Deltona, and tree limbs temporarily blocked a road in Osteen.
Coronado Beach	02/12/2014	Thunderstorm Winds	0/0	$0	A squall line developed out ahead of a cold front over the eastern Gulf of Mexico. Thunderstorms within the squall line produced damaging winds and large hail (although hail was not reported in Volusia County)
Daytona Beach	04/01/2014	Thunderstorm Winds	0/0	$0	A broken line of showers moved northeast across Volusia and

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
					Brevard Counties. A severe thunderstorm developed near the northern edge of the line and caused localized wind damage near Daytona Beach International Airport and Embry-Riddle Aeronautical University Campus.
Cassadaga Lake Helen	6/10/2014	Thunderstorm Winds	0/0	$5,000	Thunderstorms developed over the interior and produced locally damaging winds along with quarter sized hail.
Daytona Airport	6/24/2014	Thunderstorm Winds	0/0	$0	A thunderstorm developed rapidly along the east coast sea breeze over coastal Volusia County and produced severe wind gusts and hail up to nickel size at Daytona Beach Airport.
DeLeon Springs	7/14/2014	Thunderstorm Winds	0/0	$0	Strong thunderstorms moved into western Volusia County and interacted with the east coast sea breeze.
Coronado Beach	7/25/2014	Thunderstorm Winds	0/0	$245,000	An EF-1 tornado touched down within a rural airpark and affected adjacent neighborhoods. Several buildings and small planes were damaged at the airpark, and many trees were damaged or uprooted within the adjacent neighborhood as the tornado tracked northeast. The thunderstorm which produced the tornado was also responsible for wind damage to a fence and the roof of an apartment building on the barrier island in New Smyrna Beach.
Orange City	6/1/2015	Thunderstorm Winds	0/0	$0	Several strong to severe thunderstorms developed along the east coast sea breeze as it pushed inland to the Interstate 4 corridor during the afternoon and interacted with other outflow boundaries. Large hail, up to golf ball sized was reported across DeBary, Sanford, Lake Mary, Altamonte Springs and Oakland. Strong winds also felled numerous trees and large tree branches

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
					leading to damage to homes and cars in DeBary, Astatula, and Lake Mary.
Lake Helen	3/24/2016	Thunderstorm Winds	0/0	$2,000	An upper-level weather disturbance, together with a very unstable airmass and mesoscale boundaries resulted in numerous strong thunderstorms across the central Florida peninsula. Two of the storms produced large hail, from quarter to golf ball size.
Edgewater	9/13/2016	Thunderstorm Winds	0/0	$5,000	A tropical disturbance, with a well-defined surface circulation, moved onshore near Vero Beach during the early morning hours, then lifted northward along the coast to Volusia County (and beyond) through the evening. By late evening, the system was upgraded to Tropical Storm Julia, as it approached Jacksonville. A rain band associated with the system spawned an EF-0 tornado in southern Brevard County during the early afternoon, resulting in damage to a few residences. Other passing rain bands produced strong wind gusts along the coast of Brevard and Volusia Counties, one of which resulted in damage to a home in Edgewater. A funnel cloud was also sighted in Lake County.
Hucomer	9/29/2016	Thunderstorm Winds	0/0	$0	A thunderstorm became severe over southeast Volusia County and produced damage to several trees and powerlines in the town of Edgewater.
New Smyrna Beach Fatio	1/22/2017	Thunderstorm Winds	0/0	$0	An unusually strong jet stream aided development of an intense squall line which moved rapidly across east central Florida during the evening of January 22. Several thunderstorms developed ahead of the main squall line and became severe, as well as other storms within the squall line itself. Reports of quarter sized hail, wind gusts

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
					over 60 mph and funnel clouds were received. A localized area of tree damage also occurred.
DeLand Airport Holly Hill	11/23/2017	Thunderstorm Winds	0/0	$50,000	A strong thunderstorm embedded within a rain area ahead of a cold front intensified as it traveled quickly northeast across Volusia County. Mobile homes were damaged well inland in Deland, then over 30 minutes later, the storm damaged mobile homes in Daytona Beach. Rain totals reached five to seven inches in a short period of time from Ormond-by-the-Sea to Holly Hill. High levels of standing water and some impassible roadways occurred.
DeLand Airport Allandale	4/15/2018	Thunderstorm Winds	0/0	$0	The Storm Prediction Center had designated a slight change of severe weather for all of east central Florida. A high amplitude shortwave over the Mississippi River Valley quickly moved south across the Florida peninsula during the afternoon and evening hours. A cold front associated with the intensifying trough was also observed crossing the Florida peninsula. Ahead of the cold front moderate thermodynamic instability with 700mb temperatures between -7 to -8 degrees Celsius, and 500mb between -9 to -10 degrees Celsius, resulting in lapse rates of 6-6.5 C/km. 90 knot winds atop a hot streak over the north central Gulf of Mexico created resulting flow from the southwest. Numerous showers and thunderstorms developed along the cold front, eventually forming a line that crossed across all of east central Florida.
Ormond Beach	7/22/2018	Thunderstorm Winds	1/1	$0	One person was killed, and another injured in Ormond Beach when winds from a non-severe

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
					thunderstorm knocked over a large, mostly dead tree onto them.
Deltona	5/4/2019	Thunderstorm Winds	0/0	$0	An area of high pressure located over the central Atlantic was the dominant feature affecting weather over central Florida. This led to west to southwest winds at the surface that pushed deep moisture from the Gulf across the area. Hot daytime temperatures, and cold temperatures in the middle atmosphere provided the necessary ingredients for strong to severe thunderstorms to develop.
DeLand	6/9/2019	Thunderstorm Winds	0/0	$0	Rich moist air was moving across the Florida peninsula as the area was sandwiched between the Atlantic high pressure to the south and a low-pressure system over the eastern half of the U.S. This combination of weather systems provided substantial energy in the atmosphere, that when combined with daytime heating and southwest winds at the surface led to the development of numerous strong thunderstorms across east central Florida. As these storms pushed across the peninsula they produced and interacted with many outflow boundaries and the east coast sea breeze. Several storms became severe as they moved over Seminole and Volusia Counties, where wind damage was reported. Also, a motorcyclist was killed when he was struck by lightning while on Interstate 95 in Volusia County.
Daytona Beach	09/18/2019	Thunderstorm Wind	0/0	$0	A strong storm came onshore in Volusia County and quickly became severe over Daytona Beach. Observations of 50 knot or greater winds occurred at three separate, but close by locations.
Fatio	04/20/2020	Thunderstorm Wind	0/0	$0	As a broken line of severe thunderstorms moved through Seminole County, one storm

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
					produced a brief waterspout/tornado on and near Lake Jesup. A second thunderstorm produced damaging winds in Volusia County, while a third thunderstorm produced damaging winds and hail in Martin County.
Cassadaga	05/28/2020	Thunderstorm Wind	0/0	$0	Scattered strong to severe storms moved across Lake and Volusia counties producing minor wind damage and small hail.
Daytona Beach	06/06/2020	Thunderstorm Wind	0/0	$5,000	A National Weather Service damage survey confirmed straight-line winds estimated at 55-65 mph impacted the Daytona Flea and Farmers Market in Daytona Beach. Damage consisted of the removal of a large portion of a corrugated roof, with metal roofing peeled back on several adjacent buildings. Roof debris was blown downwind 100 yards onto adjacent portions of Interstate 95, causing the roadway to be closed for several hours. No other damage was noted in the area and there were no injuries or fatalities.
DeBary	08/09/2020	Thunderstorm Wind	0/0	$0	Afternoon thunderstorms that developed along the sea breeze collision became severe, producing large hail in Volusia County, and damaging winds in Volusia and Orange Counties.
Coronado Beach	08/18/2020	Thunderstorm Wind	0/0	$0	Numerous thunderstorms developed along the outflow boundary and sea breeze collisions. These storms produced two tornadoes in western Volusia County, including a rare August EF-2. In addition, other thunderstorms produced strong winds and hail along the Volusia and Brevard County coasts.
Deland	08/20/2020	Thunderstorm Wind	0/0	$0	A thunderstorm became severe as it moved north through DeLand where it caused damage to planes

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
					and hangers at the airport, as well as nearby homes.
Samsula	10/28/2021	Thunderstorm Wind	0/0	$1,000	Numerous thunderstorms were moving across Volusia County, where one storm became strong and produced localized wind damage in New Smyrna Beach.
Deland	03/01/2022	Thunderstorm Wind	0/0	$10,000	A strong thunderstorm that moved through DeLand in Volusia County produced minor wind damage that resulted in old trees falling into several power lines.
Samsula	03/16/2022	Thunderstorm Wind	0/0	$0	Numerous afternoon thunderstorms developed across east-central Florida, with several becoming severe. These severe storms produced large hail in Brevard, Seminole, and Volusia County, with wind damage to trees also occurring in Volusia County.
Edgewater	07/19/2022	Thunderstorm Wind	0/0	$3,000	Strong thunderstorms that developed along the sea breeze collision moved east and offshore of Volusia County. One storm became severe where it produced wind damage in Edgewater.
Orange City	08/17/2022	Thunderstorm Wind	0/0	$4,000	A thunderstorm became severe in western Volusia County where it produced tree and powerline damage in Orange City.

Source: National Climatic Data Center

NOTE: ALL HISTORICAL OCCURRENCES IN THIS REPORT ARE THE MOST RECENT AS DOCUMENTED BY THE NATIONAL CLIMATIC DATA CENTER

Probability of Future Occurrences

Severe weather events will continue to have high occurrences in the future. Based on the frequency of hail events in the past, the probability of future hail occurrences in Volusia County is high. Over the past 45 years, Volusia County has been impacted by two or more hail events per year. It can be expected that future hail events will continue to cause minor to severe damage to property and vehicles throughout Volusia County.

The probability of occurrence for future lightning events in Volusia County is high. According to NOAA, Volusia County is in an area of the country that experiences 8-16 lightning flashes per square kilometer per year (approximately 20,224 to 40,448 flashes countywide per year). Given this regular frequency of occurrence, it can be expected that future lightning events will continue to threaten life and property throughout Volusia County.

Thunderstorms are frequent in Volusia County. During the summer, Volusia County experiences thunderstorms nearly every afternoon. They will undoubtedly continue to occur, thereby threatening the lives, safety, and property in Volusia County. Therefore, the probability of future occurrences is high.

The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from thunderstorms and that future mitigation and adaptation strategies related to this hazard should be considered.

5.11 TORNADO

Background

A tornado is a violent windstorm characterized by a twisting, funnel-shaped cloud extending to the ground. Tornadoes are most often generated by thunderstorm activity (but sometimes result from hurricanes and other tropical storms) when cool, dry air intersects and overrides a layer of warm, moist air forcing the warm air to rise rapidly. The damage caused by a tornado is a result of the high wind velocity and wind-blown debris, also accompanied by lightning or large hail. According to the National Weather Service, tornado wind speeds normally range from 40 to more than 300 miles per hour and are a few yards wide. The most violent tornadoes have rotating winds of 250 miles per hour or more and can cause extreme destruction, carving a path over a mile wide and several miles long and turning normally harmless objects into deadly missiles.

Over 800 tornadoes are reported nationwide annually, resulting in an average of 80 deaths and 1,500 injuries (NOAA, 2007). They are more likely to occur during the months of March through May and can occur at any time of day but are likely to form in the late afternoon and early evening. Further, the tornadoes associated with tropical cyclones are most frequent in September and October when the incidence of tropical storm systems is greatest. The destruction caused by tornadoes ranges from light to inconceivable depending on the intensity, size and duration of the storm. Typically, tornadoes cause the greatest damage to structures of light construction, including residential dwellings (particularly mobile homes). The magnitude of tornadic activity is reported using the Enhanced Fujita Scale. However, tornado magnitudes prior to 2005 were classified using the traditional version of the Fujita Scale.

Section 5: Table 11: Enhanced Fujita Scale for Tornadoes (Effective 2005 and after)

F-SCALE NUMBER	INTENSITY	WIND SPEED (MPH)	TYPE OF DAMAGE DONE
F0	GALE	65–85	Some damage to chimneys; breaks branches off trees; pushes over shallow-rooted trees; damages to sign boards.
F1	MODERATE	86–110	Peels surface off roofs; mobile homes pushed off foundations or overturned; moving autos pushed off the roads; attached garages may be destroyed.
F2	SIGNIFICANT	111–135	Considerable damage. Roofs torn off frame houses; mobile homes demolished; boxcars pushed over; large trees snapped or uprooted; light object missiles generated.
F3	SEVERE	136–165	Roof and some walls torn off well-constructed houses; trains overturned; most trees in forest uprooted.
F4	DEVASTATING	166–200	Well-constructed houses leveled; structures with weak foundations blown off some distance; cars thrown and large missiles generated.
F5	INCREDIBLE	Over 200	Strong frame houses lifted off foundations and carried considerable distances to disintegrate; automobile sized missiles fly through the air in excess of 100 meters; trees debarked; steel re-enforced concrete structures badly damaged.

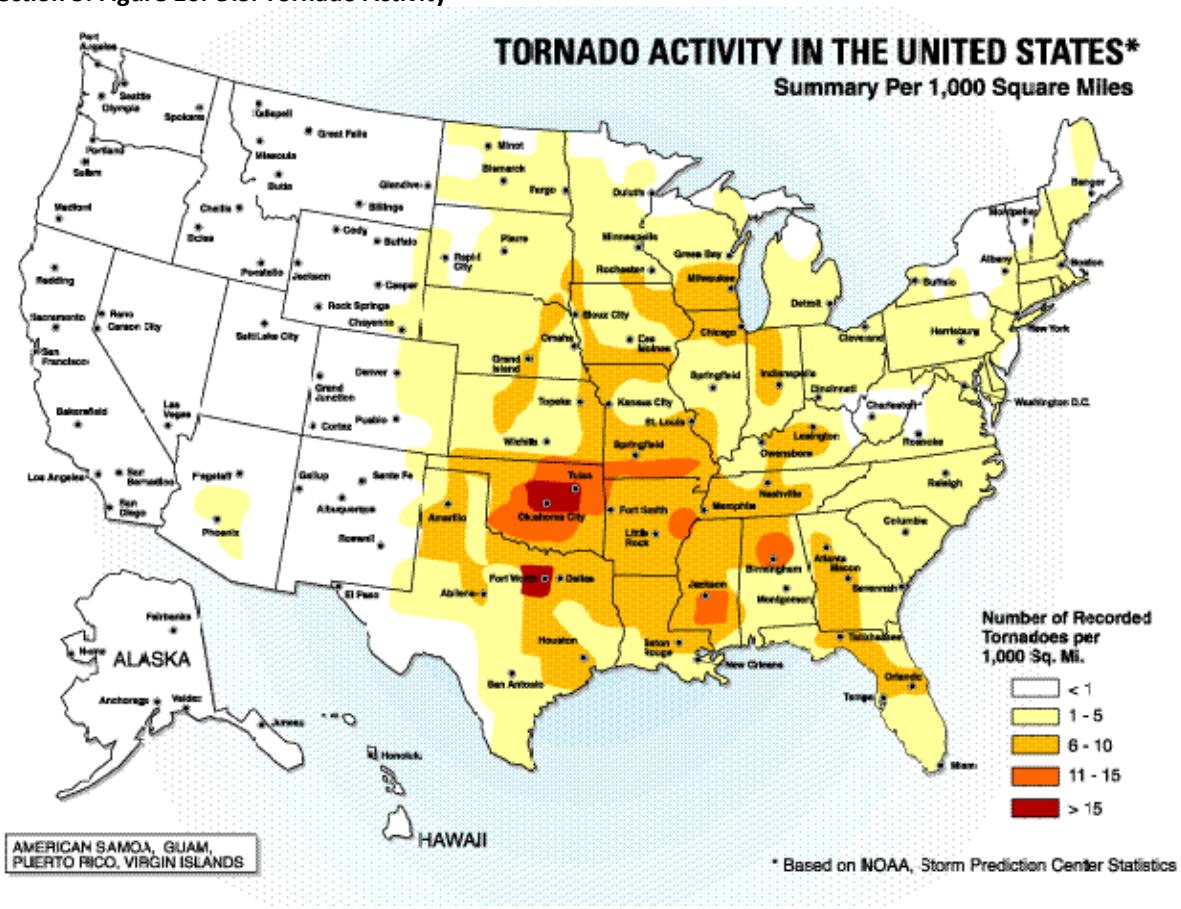
Section 5: Table 12: The Fujita Scale (Effective Prior to 2005)

F-SCALE NUMBER	INTENSITY	WIND SPEED (MPH)	TYPE OF DAMAGE DONE
F0	GALE	40–72	Some damage to chimneys; breaks branches off trees; pushes over shallow-rooted trees; damages to sign boards.
F1	MODERATE	73–112	Peels surface off roofs; mobile homes pushed off foundations or overturned; moving autos pushed off the roads; attached garages may be destroyed.
F2	SIGNIFICANT	113–157	Considerable damage. Roofs torn off frame houses; mobile homes demolished; boxcars pushed over; large trees snapped or uprooted; light object missiles generated.
F3	SEVERE	158–207	Roof and some walls torn off well-constructed houses; trains overturned; most trees in forest uprooted.
F4	DEVASTATING	208–260	Well-constructed houses leveled; structures with weak foundations blown off some distance; cars thrown, and large missiles generated.
F5	INCREDIBLE	261–318	Strong frame houses lifted off foundations and carried considerable distances to disintegrate; automobile sized missiles fly through the air in excess of 100 meters; trees debarked; steel re-enforced concrete structures badly damaged.
F6	INCONCEIVABLE	319–379	These winds are very unlikely. The small area of damage they might produce would probably not be recognizable along with the mess produced by F4 and F5 wind that would surround the F6 winds. Missiles, such as cars and refrigerators would do serious secondary damage that could not be directly identified as F6 damage. If this level is ever achieved, evidence for it might only be found in some manner of ground swirl pattern, for it may never be identifiable through engineering studies.

Source: National Weather Service

According to the NOAA Storm Prediction Center (SPC), the highest concentration of tornadoes in the United States has been in Oklahoma, Texas, Kansas and Florida. Although the Great Plains region of the Central United States does favor the development of the largest and most dangerous tornadoes (earning the designation of “tornado alley”), Florida experiences the greatest number of tornadoes per square mile of all U.S. states (SPC, 2002). **Section 5: Figure 16** shows tornado activity in the United States based on the number of recorded tornadoes per 1,000 square miles.

Section 5: Figure 16: U.S. Tornado Activity



Source: Federal Emergency Management Agency

Location and Spatial Extent

Based on historic data, tornadoes occur throughout the state of Florida at a rate of 1-10 confirmed touchdowns per 1,000 square miles. Florida tornadoes typically impact a relatively small area; however, events are completely random, and it is not possible to predict specific areas that are more susceptible to a tornado strike over time. Therefore, it is assumed that all of Volusia County is uniformly exposed to this hazard. April, May, and June are considered the peak months for Florida tornadoes. A review of historical data shows that tornadoes within Volusia County are typically in the F0, F1 and, more rarely, the F2 range. F3 and F4 tornadoes are very rare, with three occurring since 1950. The county has never experienced a F5 tornado on record.

Historical Occurrences

According to the National Climatic Data Center, these events occurred in the Volusia County study area as listed in **Section 5: Table 13**.

Section 5: Table 13: Historical Tornado Impacts

LOCATION	DATE	MAGNITUDE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 DOLLARS)	DESCRIPTION
Volusia County	5/8/1950	F1	0/0	$27,851	Not Available
Volusia County	7/12/1959	unknown	0/0	$0	Not Available
Volusia County	10/12/1959	unknown	0/0	$0	Not Available
Volusia County	7/14/1960	unknown	0/0	$0	Not Available
Volusia County	7/19/1960	unknown	0/0	$0	Not Available
Volusia County	8/29/1961	F2	0/0	$188,115	Not Available
Volusia County	7/7/1963	F1	0/0	$21,995	Not Available
Volusia County	8/9/1963	unknown	0/0	$0	Not Available
Volusia County	1/12/1964	F0	0/0	$21,772	Not Available
Volusia County	8/28/1964	unknown	0/0	$0	Not Available
Volusia County	8/30/1968	F2	0/0	$160,999	Not Available
Volusia County	7/22/1969	unknown	0/0	$18,329	Not Available
Volusia County	10/2/1969	unknown	0/0	$0	Not Available
Volusia County	7/17/1970	F0	0/0	$0	Not Available
Volusia County	8/27/1971	F2	0/1	$16,624	Not Available
Volusia County	5/20/1972	F2	0/0	$134,368	Not Available
Volusia County	6/19/1972	F1	0/0	$134,368	Not Available
Volusia County	8/22/1972	F2	0/0	$134,368	Not Available
Volusia County	4/11/1975	F0	0/0	$12,504	Not Available
Volusia County	4/14/1975	F0	0/0	$0	Not Available
Volusia County	5/15/1975	F0	0/0	$104,204	Not Available
Volusia County	8/9/1975	F0	0/0	$12,504	Not Available
Volusia County	5/22/1976	F0	0/0	$987,344	Not Available
Volusia County	5/23/1976	F0	0/0	$0	Not Available
Volusia County	7/3/1976	F0	0/0	$11,848	Not Available
Volusia County	4/18/1978	F1	0/0	$861,249	Not Available
Volusia County	6/9/1978	F0	0/0	$10,335	Not Available
Volusia County	7/27/1978	F0	0/0	$0	Not Available
Volusia County	8/13/1978	F1	0/1	$86,125	Not Available

LOCATION	DATE	MAGNITUDE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 DOLLARS)	DESCRIPTION
Volusia County	9/4/1978	F0	0/0	$10,335	Not Available
Volusia County	9/22/1978	F0	0/0	$0	Not Available
Volusia County	9/27/1978	F0	0/0	$0	Not Available
Volusia County	1/24/1979	unknown	0/0	$77,363	Not Available
Volusia County	5/5/1979	F1	0/0	$773,633	Not Available
Volusia County	5/8/1979	F1	0/6	$7,736,328	Not Available
Volusia County	9/3/1979	F2	0/0	$1,624,629	Not Available
Volusia County	9/29/1979	F0	0/0	$0	Not Available
Volusia County	3/7/1982	F1	0/0	$25,000	Not Available
Volusia County	6/17/1982	F1	0/0	$253,000	Not Available
Volusia County	4/15/1983	F1	0/0	$6,765	Not Available
Volusia County	4/23/1983	F1	0/0	$56,375	Not Available
Volusia County	11/20/1983	F2	0/0	$5,637,514	Not Available
Volusia County	4/14/1984	F0	0/0	$53,991	Not Available
Volusia County	6/27/1984	F1	0/0	$5,399,069	Not Available
Volusia County	2/8/1986	F0	0/0	$51,206	Not Available
Volusia County	3/14/1986	F1	0/1	$51,206	Not Available
Volusia County	1/21/1988	F1	0/0	$474,030	Not Available
Volusia County	5/11/1988	F0	0/0	$0	Not Available
Volusia County	11/9/1990	F0	0/3	$5155	Not Available
Edgewater	10/7/1996	F2	0/0	$3,431,216	In Edgewater, a 400-yard-wide F2 tornado touched down near I-95. The smaller F0 tornadoes in Pierson, Deltona, and Daytona Beach Shores caused minor in the affected areas, including blowing out 12 windows in Daytona Beach Shores.
Pierson	10/7/1996	F0	0/0	$0	
Deltona	10/7/1996	F0	0/0	$0	
Daytona Beach Shores	10/7/1996	F0	0/0	$7,148	
New Smyrna Beach	4/23/1997	F0	0/0	$0	The F0 tornado downed trees and damaged
Pierson	4/23/1997	F0	0/0	$83,856	

LOCATION	DATE	MAGNITUDE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 DOLLARS)	DESCRIPTION
Port Orange	4/23/1997	F0	0/0	$167,713	dozens of homes, including 20 in New Smyrna Beach alone.
New Smyrna Beach	4/23/1997	F0	0/0	$349,402	
Oak Hill	7/5/1997	F0	0/0	$41,928	The brief touchdown damaged 2 houses and 8 mobile homes.
New Smyrna Beach	11/2/1997	F3	0/32	$19,566,485	A rapidly intensifying tornado initially touched down in New Smyrna Beach about 1 mile west of U.S. Highway 1 between Enterprise and Wayne Avenues. The tornado moved east northeast at about 50 mph damaging several homes and downing trees and power lines. It lifted just west of Highway 1 after passing Chisholm Elementary School. The tornado then struck New Smyrna Beach High School producing Fujita Scale F1 damage. As the tornado intensified to a strong F3 category, it passed through the Venetian Villas subdivision and the Diamond Head Condominiums. A number of large well-built homes were destroyed. Many of the units in the 10 story Diamond Head Condominiums received major damage as high winds blew out exterior glass walls and blew furniture into the adjoining Indian River Lagoon. The tornado

LOCATION	DATE	MAGNITUDE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 DOLLARS)	DESCRIPTION
					then crossed the Intracoastal Waterway and passed over the barrier island between Robinson Road and East Street where a number of large well-built homes were almost completely destroyed. The tornado then moved over the Atlantic Ocean. In all 32 people were injured, six requiring hospitalizations. Thirty-one homes were destroyed and 290 were damaged. Damage estimates were near 14 million dollars.
Emporia	2/16/1998	F0	0/0	$111,808	Sixteen mobile homes were damaged, and one was destroyed.
Daytona Beach	2/22/1998	F2	1/3	$5,504,681	This tornado cell caused extensive damage and two deaths throughout Volusia County. In Daytona beach one person was killed and three others were injured while in a mobile home. In Osteen, a man staying in a recreational vehicle was killed.
Osteen	2/23/1998	F3	1/0	$1,376,170	
Oak Hill	2/23/1998	F2	0/0	$688,085	
Port Orange	7/28/1998	F0	0/0	$137,617	Thirty-three mobile homes were damaged with this F0 tornado.
New Smyrna Beach	9/17/2000	F0	0/0	$13,048	This tornado caused minor damage including power outages and downed signs and trees.

LOCATION	DATE	MAGNITUDE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 DOLLARS)	DESCRIPTION
Daytona Beach	3/13/2001	F1	0/5	$6,333,850	This F1 damaged over 100 houses and dozens of vehicles, many due to fallen trees. Five people were injured.
New Smyrna Beach	9/14/2001	F0	0/0	$70,939	This tornado was a result of a rainstorm associated with Tropical Storm Gabriel. Twelve mobile homes were damaged and three were destroyed.
Daytona Beach	8/8/2004	F0	0/0	$0	A waterspout came ashore, blowing branches from trees.
South Daytona	8/13/2004	F1	0/0	$0	This tornado cell was associated with Hurricane Charley. It caused minor damage to homes, commercial buildings, and trees.
Daytona Beach Shores	8/13/2004	F0	0/1	$0	
DeLand	12/25/2006	F2	0/5	$2,731,818	An F2 tornado touched down just west of North Stone Street in DeLand and moved northeast crossing Highway 17. It moved across the Fernwood mobile home community and continued northeast over Meadowlea Estates mobile home community. It lifted just north of Carter Road. Fifty-two residences were destroyed and 162 were damaged. Five people were seriously injured.
Daytona Beach (Airport)	12/25/2006	F2	0/6	$54,636,350	The same system that caused fived injuries and damaged 162 homes in DeLand

LOCATION	DATE	MAGNITUDE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 DOLLARS)	DESCRIPTION
					touched down at Daytona Beach International, destroying 40 Embry Riddle University aircraft and the two-story administration building. East of Embry Riddle Aeronautical University, 48 apartments units were destroyed and 200 were damaged.
Beresford	2/2/2007	F3	0/42	$55,166,800	The tornado that killed 13 people in Lake County moved east across the St. Johns River, crossed into Volusia county at Lake Beresford and moved across DeLand as an F3 tornado. It was still moving east northeast at 50 MPH as it damaged 277 and destroyed 106 residences in the DeLand area. There were no fatalities in Volusia County but 42 people were injured.
New Smyrna Beach (Airport)	2/2/2007	F1	0/0	$6,365,400	
Lake George	7/7/2007	F0	0/0	$31,827	Tornado-force winds caused damage to a restaurant and apartment complex.
Port Orange	7/24/2009	F0	0/1		This tornado was caused by a sea breeze merger, when winds from both coasts meet and cause the rotation. Although it was classified as the mildest of twisters, it caused damage to 163 homes in Port Orange. Of
Ormond Beach	7/24/2009	F0	0/0		

LOCATION	DATE	MAGNITUDE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 DOLLARS)	DESCRIPTION
					these, seven were totally destroyed, eight had major damage, and twenty-six had moderate damage. The same system produced a waterspout that came ashore in Ormond Beach, destroying a catamaran.
Edgewater	8/7/2010	F0	0/0	$58,000	A waterspout formed within a thunderstorm over the intracoastal river, then moved onshore the adjacent barrier island in New Smyrna Beach and produced minor damage as it crossed to the Atlantic coast.
Edgewater	8/11/2010	F0	0/0	$5,000	Scattered thunderstorms trained northward near the Florida east-central coast, within a strong southerly flow due in part to the presence of Tropical Depression Five remnants near the central Gulf coast. Around mid-day, a waterspout developed over the intracoastal river and moved onshore the mainland in Edgewater, producing minor damage. Several hours later, another storm developed rotation and produced a brief touchdown in a wooded area, farther inland over southern Volusia County.

LOCATION	DATE	MAGNITUDE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 DOLLARS)	DESCRIPTION
Glencoe	8/11/2010	F0	0/0	$0	Scattered thunderstorms trained northward near the Florida east-central coast, within a strong southerly flow due in part to the presence of Tropical Depression Five remnants near the central Gulf coast. Around mid-day, a waterspout developed over the intracoastal river and moved onshore the mainland in Edgewater, producing minor damage. Several hours later, another storm developed rotation and produced a brief touchdown in a wooded area, farther inland over southern Volusia County.
Volusia County	12/10/2012	F0	0/0	$1,000	Very moist southwest winds developed across east-central Florida well in advance of a cold front and associated upper level disturbance. Strong daytime heating, combined with moderate low-level wind shear, resulted in numerous strong storms, two of which produced tornadoes. The first tornado began as a waterspout over Lake Apopka, then crossed the northeast shore of the lake and remained on the ground for a short
Volusia County	12/10/2012	F1	0/2	$1.7 Million	

LOCATION	DATE	MAGNITUDE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 DOLLARS)	DESCRIPTION
					distance. Although the waterspout/tornado affected a rural area, several citizens witnessed the event. The second tornado impacted a mobile home park and adjacent wooded area in Edgewater, then became a waterspout as it crossed the intracoastal river, before moving across the barrier island as a tornado. Significant damage occurred at the mobile home park, with only minor damage on the barrier island. Several funnel clouds were also observed.
Edgewater	7/25/2014	F0	N/A	N/A	A tornado struck down in Edgewater at Park Avenue and Wildwood Drive near Massey Air Park at 4:30pm, causing damage to several hangars and planes. Winds reached 65 to 85 mph.
Ormond Beach	9/10/2017	F1	0/0	$0	Associated with Hurricane Irma.
Ariel	6/9/2018	F0	0/0	$10,000	After storms developed over Orlando, they pushed east towards the southeastern Volusia County coastline. One storm managed to produce a very weak, short-lived tornado (land spout) in Oak Hill.
Beresford	01/04/2020	EF1	0/0	$25,000	A severe thunderstorm moving across central

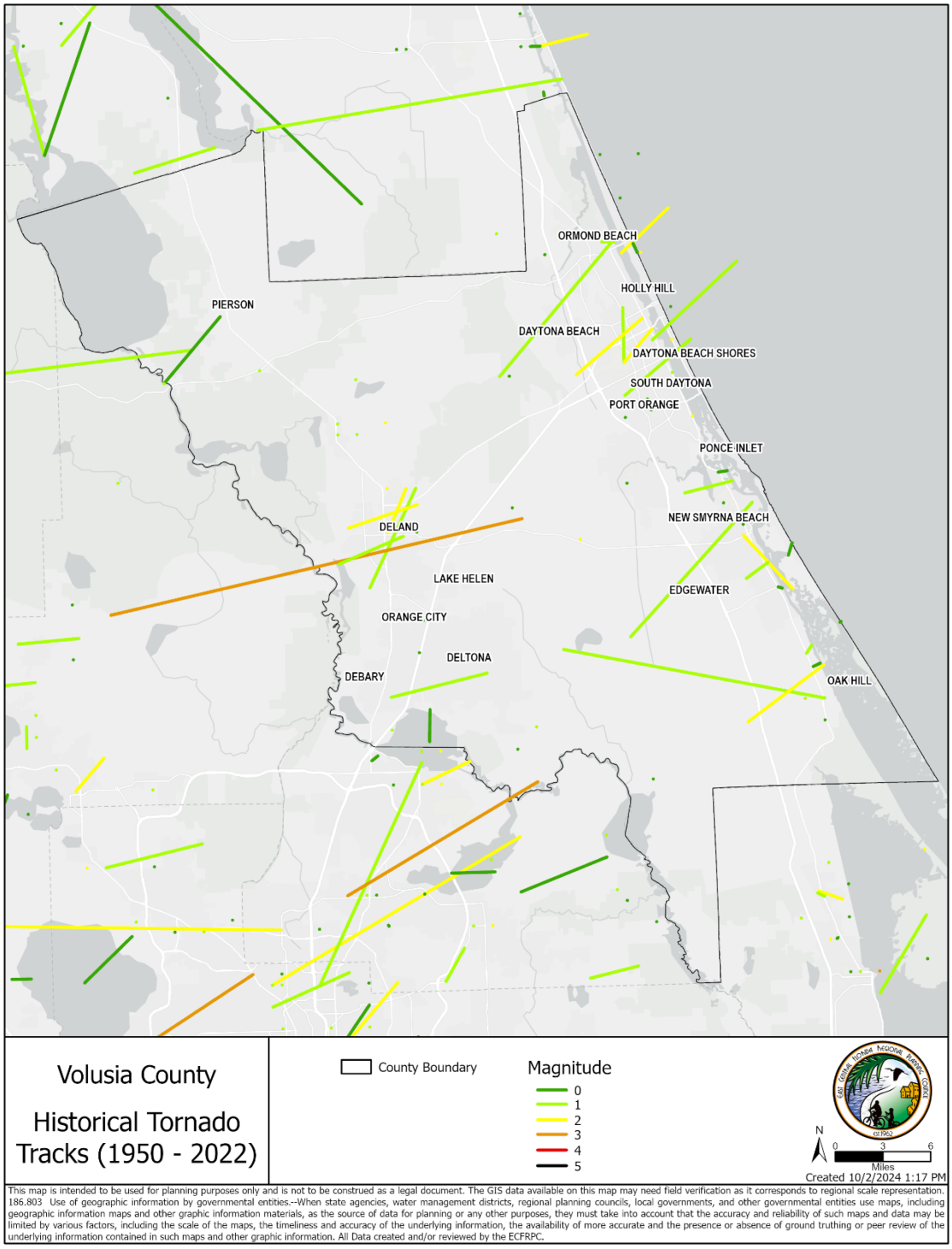
LOCATION	DATE	MAGNITUDE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 DOLLARS)	DESCRIPTION
					Florida produced two tornadoes, one in Okahumpka in Lake County, then another in DeLand in Volusia County.
Enterprise	06/06/2020	EF0	0/0	$0	A waterspout that came onshore and developed into a tornado. Based on this report, along with only minor damage to trees near the lakefront, peak winds were estimated between 45 and 55 mph.
Deland	08/18/2020	EF2	0/1	$8,010,339	The tornado generally tracked east-northeast across the city resulting in many downed medium to large tree branches, downed power lines, and numerous large trees being uprooted, which led to many local and major roadways being blocked. Many homes and vehicles suffered moderate to major damage as large tree branches or entire trees fell on them. There were 163 damaged structures, with 49 sustaining minor damage, 40 sustaining major damage, and 5 that were destroyed.
Orange City	08/18/2020	EF0	0/0	$40,000	The tornado tracked along a 0.1 mile long path, with maximum winds estimated between 65-75 mph.

LOCATION	DATE	MAGNITUDE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 DOLLARS)	DESCRIPTION
					The tornado had a maximum width of approximately 70 yards.
Isleboro	08/02/2021	EF0	0/0	$0	Based on information provided by the Volusia County Sheriffs Office, a short-lived tornado touched down just west of U.S. Highway 1, near the intersection of Sleepy Hollow Road, in New Smyrna Beach. Peak winds are estimated around 55-65 mph.
Coronado Beach	07/22/2023	EF0	0/0	$0	Thunderstorms produced a landspout tornado in Volusia County and a severe wind gust in Brevard County.

Source: National Climatic Data Center

NOTE: ALL HISTORICAL OCCURRENCES IN THIS REPORT ARE THE MOST RECENT AS DOCUMENTED BY THE NATIONAL CLIMATIC DATA CENTER

Section 5: Figure 17: Locations of Historical Tornado Events in Volusia County



Source: National Oceanic and Atmospheric Administration

Probability of Future Occurrences

The probability of a future tornado affecting Volusia County is high. According to historical records, Volusia County experiences, on average, more than one (1.2) confirmed tornado event annually. While many of these events are small in terms of size, intensity and duration, a greater number of stronger storms (i.e., F2 and F3 tornadoes) have been reported in the past decade. Further, even minor tornadoes can cause substantial damage. In conclusion, tornadoes pose a significant threat to lives and property in Volusia County.

The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from tornadoes and that future mitigation and adaptation strategies related to this hazard should be considered.

5. TROPICAL CYCLONES

Background

Hurricanes and tropical storms are classified as tropical cyclones and defined as any closed circulation developing around a low-pressure center in which the winds rotate counterclockwise in the Northern Hemisphere (or clockwise in the Southern Hemisphere) and whose diameter averages 10 to 30 miles across. A tropical cyclone refers to any such circulation that develops over tropical waters. Tropical cyclones act as a "safety-valve," limiting the continued build-up of heat and energy in tropical regions by maintaining the atmospheric heat and moisture balance between the tropics and the pole-ward latitudes. The primary damaging forces associated with hurricanes and tropical storms are high-level sustained winds, heavy precipitation, and tornadoes. Coastal areas are also vulnerable to the additional forces of storm surge, wind-driven waves and tidal flooding which can be more destructive than cyclone wind.

The key energy source for a tropical cyclone is the release of latent heat from the condensation of warm water. Their formation requires a low-pressure disturbance, warm sea surface temperature, rotational force from the spinning of the earth and the absence of wind shear in the lowest 50,000 feet of the atmosphere. Many hurricanes and tropical storms form in the Atlantic Ocean, Caribbean Sea, and Gulf of Mexico during the official Atlantic hurricane season, which encompasses the months of June through November. The peak of the Atlantic hurricane season is early to mid-September, and the average number of storms that reach hurricane intensity per year in this basin is about six.

As an incipient hurricane develops, barometric pressure (measured in millibars or inches) at its center falls and winds increase. If the atmospheric and oceanic conditions are favorable, it can intensify into a tropical depression. When maximum sustained winds reach or exceed 39 miles per hour, the system is designated a tropical storm, given a name, and is closely monitored by the National Hurricane Center in Miami, Florida. When sustained winds reach or exceed 74 miles per hour the storm is deemed a hurricane. Hurricane intensity is further classified by the Saffir-Simpson Scale (**Section 5: Table 14**), which rates hurricane intensity on a scale of 1 to 5, with 5 being the most intense[22].

Section 5: Table 14: Saffir-Simpson Scale

CATEGORY	MAXIMUM SUSTAINED WIND SPEED (MPH)	MINIMUM SURFACE PRESSURE (MILLIBARS)	STORM SURGE (FEET)
Tropical Storm	39–73	n/a	0–2
1	74–95	Greater than 980	3–5
2	96–110	979–965	6–8
3	111–129	964–945	9–12
4	130–156	944–920	13–18
5	157 +	Less than 920	19+

Source: National Hurricane Center

The Saffir-Simpson Scale categorizes hurricane intensity linearly based upon maximum sustained winds, barometric pressure and storm surge potential, which are combined to estimate potential damage.

[22] Although a tropical storm is not part of the Saffir-Simpson Scale, it is listed here for comparative purposes.

Categories 3, 4, and 5 are classified "major" hurricanes. Hurricanes within this range comprise only 20 percent of total tropical cyclone landfalls, but they account for over 70 percent of the damage in the United States. **Section 5: Table 15** describes the damage that could be expected for a tropical storm and each category of hurricane. Damage during hurricanes may also result from spawned tornadoes, storm surge and inland flooding associated with heavy rainfall that usually accompanies these storms.

Section 5: Table 15: Hurricane Damage Classifications

STORM CATEGORY	DAMAGE LEVEL	WIND SPEED	DESCRIPTION OF DAMAGES	PHOTO EXAMPLE
Tropical Storm	MINOR	39-73 mph	Breaks twigs and branches off trees, damages signboards, and windows may break.	
1	MINIMAL	74-95 mph	No real damage to building structures. Damage primarily to unanchored mobile homes, shrubbery, and trees. Also, some coastal flooding and minor pier damage.	
2	MODERATE	96-110 mph	Some roofing material, door, and window damage. Considerable damage to vegetation, mobile homes, etc. Flooding damages piers and small craft in unprotected moorings may break their moorings.	
3	EXTENSIVE	111-129 mph	Some structural damage to small residences and utility buildings, with a minor amount of curtainwall failures. Mobile homes are destroyed. Flooding near the coast destroys smaller structures, with larger structures damaged by floating debris. Terrain may be flooded well inland.	
4	EXTREME	130-156 mph	More extensive curtainwall failures with some complete roof structure failure on small residences. Major erosion of beach areas. Terrain may be flooded well inland.	
5	CATASTROPHIC	157+ mph	Complete roof failure on many residences and industrial buildings. Some complete building failures with small utility buildings blown over or away. Flooding causes major damage to lower floors of all structures near the shoreline. Massive evacuation of residential areas may be required.	

Sources: National Hurricane Center; Federal Emergency Management Agency,
Tropical Storm Photo: FEMA/George Armstrong; Other Photos: PBS&J Photo Library

Location and Spatial Extent

Hurricanes and tropical storms threaten the entire Atlantic and Gulf seaboard of the United States. Coastal areas are directly exposed to the brunt of a land-falling storm, but its impact is often felt hundreds of miles inland. Volusia County is susceptible to all the hazards wrought by hurricanes and tropical storms. All areas throughout the county are susceptible to the accompanying hazard effects including extreme wind, flooding, and tornadoes. In addition, the coastal areas of the county are extremely susceptible to the added effects of rising coastal water (storm surge and others), wave action, coastal erosion and tidal flooding[23]. This includes the cities and towns of Ormond Beach, Holly Hill, Daytona Beach, South Daytona, Daytona Beach Shores, Port Orange, Ponce Inlet, New Smyrna Beach, Edgewater and Oak Hill.

The extent of tropical cyclones in terms of strength in Volusia County is consistent when reviewing historical data. Storms hitting the county are primarily in the Tropical Storm to Category 1 range, with winds seldom exceeding 95 miles per hour. A hurricane of any size could impact the entire county.

Historical Occurrences

Section 5: Table 16 provides for each event the date of occurrence, name (if applicable), maximum wind speed (as recorded within 100 miles of Volusia County) and Category of the storm based on the Saffir-Simpson Scale.

The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from hurricanes that future mitigation and adaptation strategies related to this hazard should be considered.

[23] Distinct hazard area locations for flooding, rising coastal water, and coastal erosion are discussed elsewhere in this section.

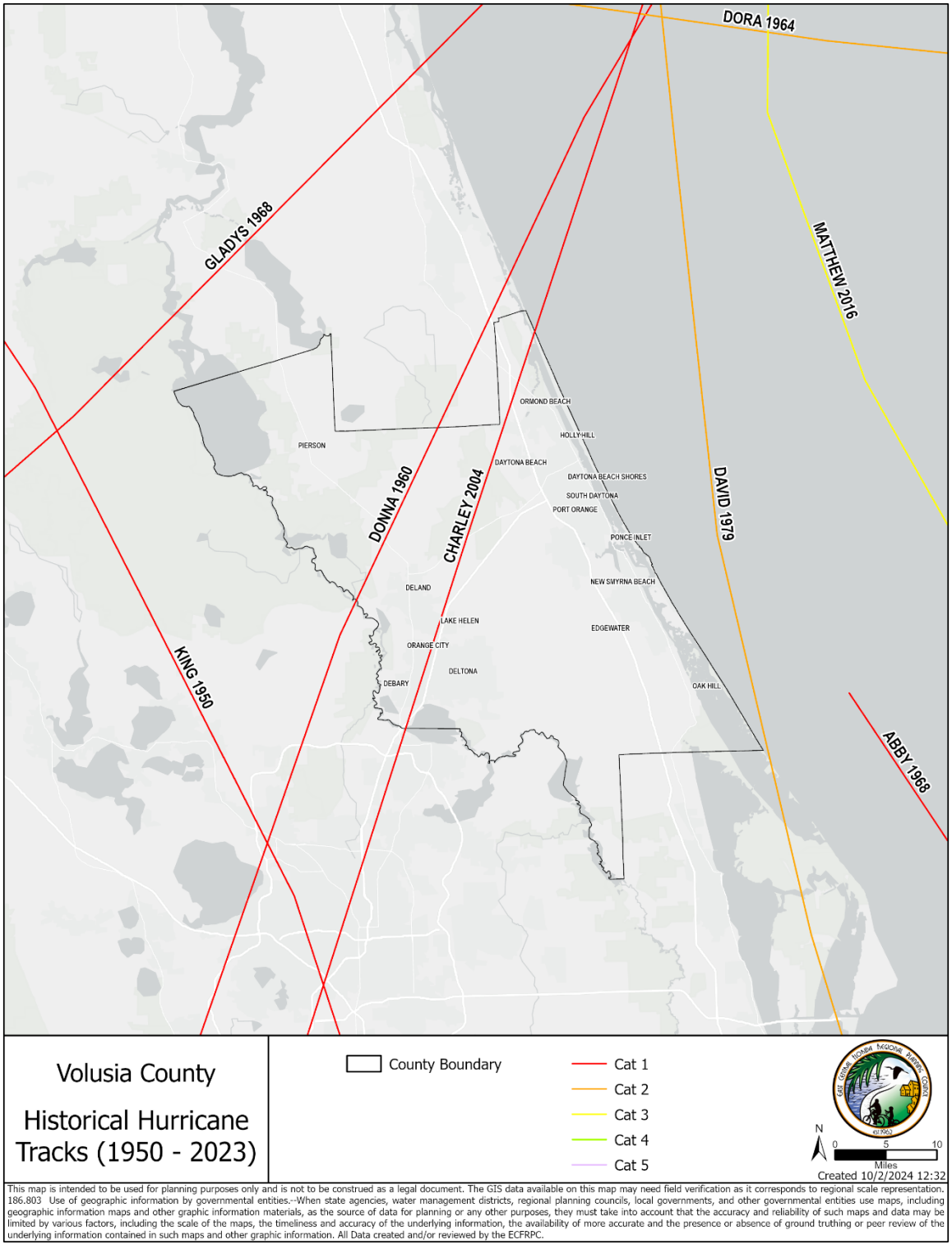
Section 5: Table 16: Historical Storm Tracks within 75 Miles of Volusia County

DATE OF OCCURRENCE	STORM NAME	MAXIMUM WIND SPEED (MPH)	STORM CATEGORY
10/20/1941	Not Named	35	Tropical Storm
10/19/1944	Not Named	65	Category 1 Hurricane
06/24/1945	Not Named	80	Category 1 Hurricane
09/16/1945	Not Named	110	Category 1 Hurricane
10/08/1946	Not Named	40	Tropical Storm
11/02/1946	Not Named	35	Tropical Storm
09/23/1947	Not Named	50	Tropical Storm
08/27/1946	Not Named	130	Category 4 Hurricane
09/06/1950	EASY	85	Category 2 Hurricane
10/18/1950	KING	75	Category 1 Hurricane
10/09/1953	HAZEL	55	Tropical Storm
09/11/1960	DONNA	105	Category 3 Hurricane
08/27/1964	CLEO	75	Category 1 Hurricane
09/10/1964	DORA	100	Category 3 Hurricane
06/04/1968	ABBY	55	Tropical Storm
10/19/1968	GLADYS	70	Category 1 Hurricane
8/20/1976	DOTTIE	45	Tropical Storm
09/03/1979	DAVID	85	Category 2 Hurricane
09/04/1979	DAVID	85	Category 2 Hurricane
08/19/1981	DENNIS	40	Tropical Storm
08/25/1983	BARRY	40	Tropical Storm
09/10/1984	DIANA	60	Tropical Storm
09/28/1984	ISIDORE	45	Tropical Storm
07/24/1985	BOB	60	Tropical Storm
10/10/1985	ISABEL	45	Tropical Storm
08/28/1988	CHRIS	40	Tropical Storm
11/23/1988	KEITH	55	Tropical Storm
11/17/1994	GORDON	55	Tropical Storm
08/02/1995	ERIN	75	Category 1 Hurricane
08/24/1995	JERRY	35	Tropical Storm
10/16/1999	IRENE	65	Category 1 Hurricane
09/14/2001	GABRIELLE	60	Tropical Storm
08/13/2004	CHARLEY	125	Category 4 Hurricane
09/05/2004	FRANCES	80	Category 1 Hurricane
09/26/2004	JEANNE	95	Category 2 Hurricane
10/05/2005	TAMMY	45	Tropical Storm
08/21/2008	FAY	45	Tropical Storm
10/26/2012	SANDY	43	Tropical Storm

DATE OF OCCURRENCE	STORM NAME	MAXIMUM WIND SPEED (MPH)	STORM CATEGORY
06/06/2016	COLIN	45	Tropical Storm
10/06/2016	MATTHEW	84	Category 1 Hurricane
09/10/2016	IRMA	68	Category 1 Hurricane
09/02/2019	DORIAN	45	Tropical Storm
08/03/2020	ISAIAS	69	Tropical Storm
11/12/2020	ETA	50	Tropical Storm
09/29/2022	IAN	69	Tropical Storm
11/10/2022	NICOLE	75	Category 1 Hurricane
08/30/2023	IDALIA	35	Tropical Storm
10/10/2024	MILTON	76	Tropical Storm

Source: National Climatic Data Center & NOAA

Section 5: Figure 18: Historical Storm Tracks within 75 Miles of Volusia County



Source: National Oceanic and Atmospheric Administration

Some of the notable tropical cyclone events that occurred in Volusia County within the last two decades are described below:

Tropical Storm Gordon, 1994: Tropical Storm Gordon made landfall in South Florida on November 13, 1994. Gordon caused a total of 8 deaths, 43 injuries, and $400 million in damages ($605,793,853; 2009 dollars). It affected a number of Florida Counties, including Dade and Brevard, but Volusia was hit especially hard. Volusia County experienced $500,000 in both agricultural and property damage. Single-family, multi-family, and mobile home structures (a total of 1236 units) reported flood damage and losses were estimated at over $26 million.

Hurricane Floyd, 1999: On September 15, 1999, the center of Hurricane Floyd passed about 115 statute miles off the coast of Central Florida, causing substantial damage to the coastal counties of Brevard and Volusia. Winds gusts near 70 miles per hour were reported in both counties. In total, Floyd caused over $61 million in property damage, but there were no reports of deaths or injuries ($81,978,899; 2009 dollars). Over $42 million in damages were reported in Volusia County, $10 million of which was attributed directly to coastal erosion. In addition, over 300 homes were damaged by wind and trees.

Hurricane Irene, 1999: Hurricane Irene reached hurricane status over the Florida Straits and the calm of the center moved over Key West on October 15, 1999. Most of the hurricane force winds were confined to the east of Irene's center over the lower to middle Keys. As Hurricane Irene moved across Southeast Florida, it brought tropical storm conditions with sustained winds between 39 and 73 miles per hour. Hurricane Irene caused considerable damage in South Florida due to flooding. In some residential areas, flooding lasted for a week, displacing several hundred people and isolating thousands more. Volusia County estimated that damages to approximately 185 properties; totaling more than $16.8 million. The total losses (agricultural and property) were estimated near $800 million in of the state of Florida. An estimated 700,000 customers lost electricity. There were eight indirect deaths reported in Florida.

Hurricane Charley, 2004: Hurricane Charley produced wind gusts over 80 miles per hour as it traversed Volusia County on August 13, 2004. The storm caused over $106 million in property damage in Volusia County. In addition, two fatalities were attributed to Hurricane Charley. Widespread power outages, roadway flooding, and fallen trees also occurred. A strong F1 tornado also touched down in South Daytona Beach contributing to the total damage from the event.

Hurricane Frances, 2004: Hurricane Frances, a Category 2 storm, made landfall on September 4, 2004, in Martin County, Florida. As it moved north, Volusia County experienced a hurricane force wind for several hours. Daytona Beach International Airport recorded wind gusts of 94 miles per hour. In addition to wind impacts, over 13 inches of rain fell in Volusia County which caused substantial flooding. Wind and flooding impacts resulted in damages of over $390 million within Volusia County. Total damage estimates for all impacted counties include over $4.8 billion for property damage and $93.2 million for crop damage. Despite widespread and severe damage, no deaths or injuries were reported.

Hurricane Jeanne, 2004: Hurricane Jeanne made landfall on the east coast of Florida on September 26, 2004, with winds estimated at 120 mph. Widespread rainfall of up to eight inches accompanied Hurricane Jeanne as it moved across eastern, central and northern Florida. A narrower band of 11 to 13 inches was observed in the vicinity of the eye wall track over Osceola, Broward and Indian River counties of east central Florida. A storm surge of approximately four feet above normal astronomical tide levels was measured at Trident Pier at Port Canaveral, Florida about an hour after landfall. Storm surge flooding of

up to six feet above normal tides likely occurred along the Florida east coast from the vicinity of Melbourne southward to Ft. Pierce. Damages were estimated to be over $59 million in Volusia County. The American Insurances Service Group reported that Frances caused a total of $4.11 billion in Florida. There were three direct deaths reported in Florida, with total deaths exceeding 3,000.

Tropical Storm Fay, 2008: Moving over Key West, Tropical Storm Fay made its first Florida landfall on August 18, 2008. As the tropical storm drifted north in Volusia County offshore waters, hours of heavy rain fell across southern Volusia County. Tropical Storm Fay's primary impact was inland flooding. Rainfall amounts ranged from three to five inches over Miami-Dade and Broward counties and seven to 10 inches over northern Collier, Hendry and Glades counties near the center path of Fay. Storm surges were relatively minimal for this tropical storm. In Florida, wind damage was confined to mostly downed trees and power lines, plus minor roof damage to homes. Homes, personal property and motor vehicles were the primary damage losses in the United States. Volusia County reported damages in excess of $13.5 million. The total damage estimate, compiled by Property Claim Services, is $245 million, including $195 million in Florida. Flood damage losses reported by the National Flood insurance Program were about $36 million.

Tropical Storm Sandy, 2012: A New Smyrna Beach mesonet site (XNSB) recorded sustained north winds of 43 mph and other spotter reports confirmed tropical storm winds along the immediate coast of Volusia County. Gusts of 50-55 mph occurred, especially during passing squalls. Hurricane Sandy moved slowly northwest, parallel to the Florida Coast, approximately 200-250 miles offshore.

Hurricane Matthew, 2016: Matthew paralleled the Florida coast, remaining just offshore as a Category 3 hurricane. The eye reached its closest point of approach to land, only 25 miles east of Cape Canaveral near 0800LST on October 7, and was 35 miles east of Daytona Beach around 1100LST, as it continued moving northwest, just offshore the northeast Florida coast. Hurricane force winds (sustained or frequent gusts) affected coastal areas from Vero Beach northward, extending inland across the mainland portions of Brevard and Volusia Counties, with tropical storm force winds experienced across much of the remainder of east-central Florida.

Hurricane Irma, 2017: Hurricane Irma made a northerly turn toward Florida on Sunday, September 10. Hurricane Irma had maximum sustained winds of 185 MPH at its peak in the Atlantic Ocean, which maintained for over 35 hours, making it one of the strongest storms on record in the Atlantic basin. Making its second continental U.S. landfall, Irma slowly weakened as it continued north northwestward across north Florida and southwest Georgia through Monday September 11.

Hurricane Dorian, 2019: On September 1, Dorian reached Category 5 intensity, with maximum sustained winds of 185 mph, and a maximum central pressure of 910 mb (26.87 inHg) while making landfall in Elbow Cay, Bahamas. Dorian made another landfall on Grand Bahama several hours later. The ridge of high-pressure steering Dorian westward collapsed on September 2, causing Dorian to stall just north of Grand Bahama for about a day. It is the strongest known system to impact the Bahamas. A combination of cold-water upwelling and an eyewall replacement cycle weakened Dorian to a Category 2 hurricane the next day. On the morning of September 3, Dorian began to move slowly towards the north-northwest.

Hurricane Ian, 2022: After making landfall as a major hurricane in southwest Florida near Cayo Costa, Ian crossed the peninsula and into east central Florida (southern Osceola County) as a Category 1 Hurricane with estimated maximum sustained winds of 75 mph. The system was downgraded to a tropical storm shortly thereafter and emerged into the Atlantic Ocean near Cape Canaveral. Ian's slow movement and

large wind field led to a long period of tropical storm force winds across all east central Florida, as well as hurricane force gusts in squalls and historic rainfall and flooding across parts of the area. Widespread rainfall totals of 4 to 8 inches were reported throughout the area, with a corridor of 10 to 20 inches across Osceola, Orange, Seminole, Volusia, and northern Brevard counties. The maximum observed rainfall total was 21.09 inches in Spruce Creek, Volusia County. The St. Johns River experienced historic rises with record crests set at Astor, Deland, Sanford, and Lake Harney in the days and weeks following Ian's heavy rainfall. A tornado briefly touched down and crossed US-192 in rural Brevard County with no damage to structures reported. Persistent onshore flow before and during the storm led to water level rises (storm surge) of 1-3 feet along east central Florida, bringing moderate to severe beach erosion, with the most significant effects noted in Volusia County. Collectively, the effects of Hurricane Ian led to 15 storm-related fatalities (6 direct and 9 indirect) and between $800-900M in property damage across east central Florida.

Hurricane Nicole, 2022: Hurricane Nicole made landfall near Vero Beach, Florida as a Category 1 Hurricane on Thursday, November 10, 2023, with estimated maximum sustained winds of 75 mph. The system was originally classified as a subtropical storm after forming several hundred miles east of the Bahamas before it gained tropical characteristics as it approached Grand Bahama and Abaco Island. The interplay between Nicole and an expansive area of high pressure over the eastern United States produced a large wind field of tropical storm force over the western Atlantic, with a long northeast fetch that stretched over 1000 miles. These onshore winds generated very large seas more than 30 feet offshore, which over multiple unusually high tide cycles led to moderate to severe beach erosion across east central Florida. Damage to coastal structures was extensive, particularly across Volusia County where an already weakened shoreline due to Hurricane Ian succumbed to the long-duration high surf event.

Hurricane Helene, 2024: Volusia County began experiencing impacts from Hurricane Helene overnight on September 25 as the storm advanced closer to the Big Bend area. Hurricane Helene’s closest approach to Volusia County occurred on the afternoon of September 26. Volusia County experienced 0.5 to 1.5 inches of rain and wind gusts between 45 to 55 mph. There were no injuries, fatalities, or evacuations and damage consisted of fallen trees and powerlines. Throughout Hurricane Helene, Volusia County had tornado watches, tornado warnings, and wind advisories.

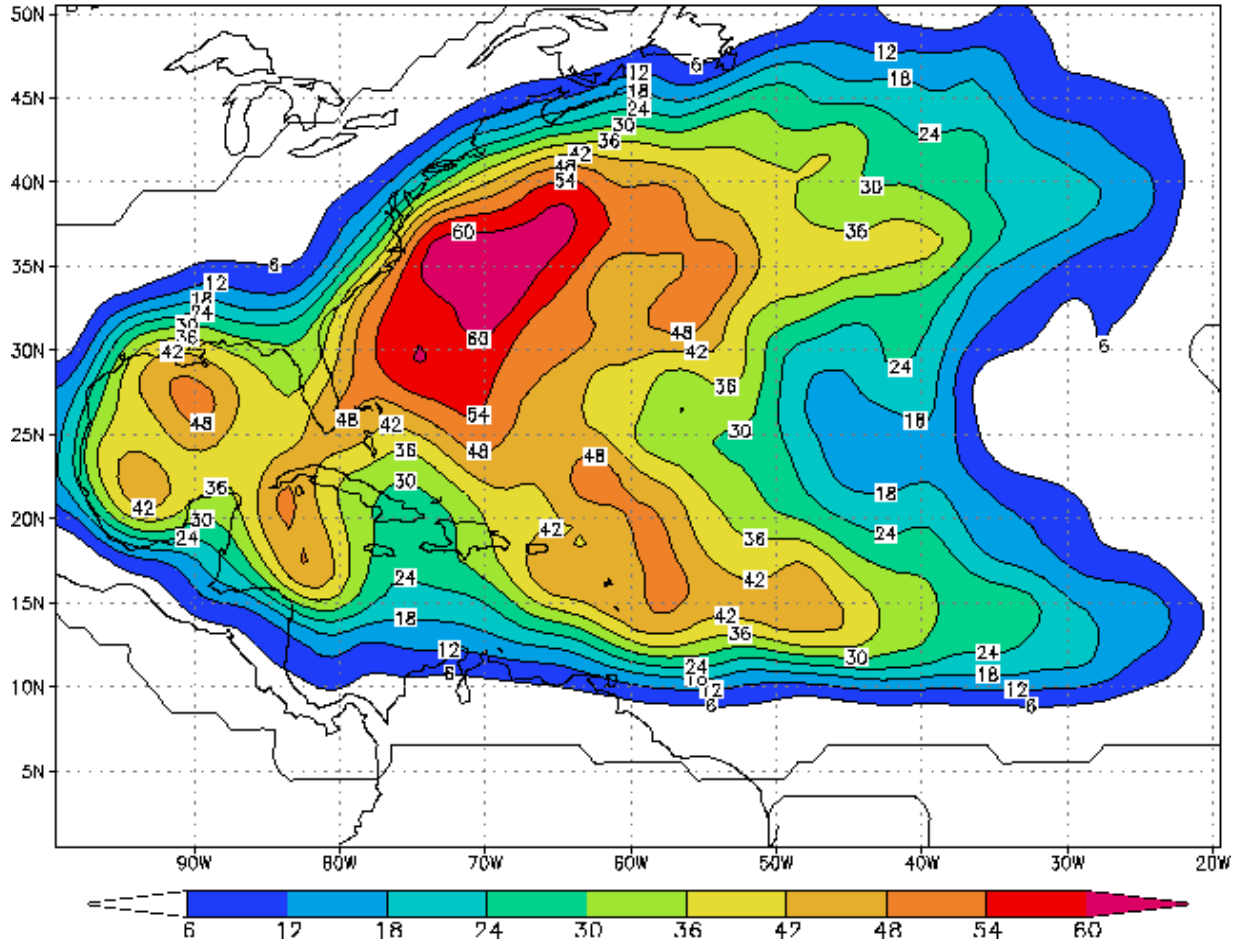
Hurricane Milton, 2024: Volusia County began experiencing impacts from Hurricane Milton on Wednesday, October 09 as the storm advanced closer to the west coast and approached landfall. Hurricane Milton’s closest approach to Volusia County occurred overnight from October 09 to October 10. Volusia County experienced 7 to 17 inches of rain and wind gusts between 50 and 99 mph with one observation near Ponce Inlet recorded at 99 mph. The St. John’s River entered major flood stage at both Astor and DeLand. There were two direct fatalities and two indirect fatalities due to Milton. Damage consisted of downed trees, powerlines, and flooding with many public, residential, and commercial property damages. Throughout Hurricane Milton, Volusia County had tropical storm warnings, hurricane watches, hurricane warnings, tornado watches, tornado warnings, flood watches, flood warnings, and wind advisories

Probability of Future Occurrences

The probability of future hurricanes and tropical storm events for Volusia County is high. According to NOAA statistical data, Volusia County is in an area with an annual probability of a named storm between 36 and 42 percent.

The figure below shows for any location what the chance is that a tropical storm or hurricane will affect the area sometime during the Atlantic hurricane season. This illustration was created by NOAA's Hurricane Research Division using data from 1944 to 1999 and counting hits when a storm or hurricane was within approximately 100 miles (165 km) of each location.

Section 5: Figure 19: Empirical Probability of a Named Hurricane or Tropical Storm



Source: National Oceanic and Atmospheric Administration

The probability of storm occurrences will vary significantly based on the return interval for different categories of magnitude. The probability of less intense storms (lower return periods) is higher than more intense storms (higher return periods). The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from wind and that future mitigation and adaptation strategies related to this hazard should be considered.

5.12 WILDLAND FIRE

Background

A wildfire is any fire occurring in a wildland area (i.e. grassland forest, brush land) except for fire under prescription.[24] Wildland fires are part of the natural management of forest ecosystems but may also be caused by human factors. Nationally, over 80 percent of forest fires are started by negligent human behavior such as smoking in wooded areas or improperly extinguishing campfires. The second most common cause for wildland fire is lightning.

There are three classes of wildland fires: surface, ground and crown fire. A surface fire is the most common of these three classes and burns along the floor of a forest, moving slowly and killing or damaging trees. A ground fire (muck fire) is usually started by lightning or human carelessness and burns on or below the forest floor. Crown fires spread rapidly by wind and move quickly by jumping along the tops of trees. Wildland fires are usually signaled by dense smoke that fills the area for miles around.

Wildfire probability depends on local weather conditions, outdoor activities such as camping, debris burning, and construction, and the degree of public cooperation with fire prevention measures. Drought conditions and other natural hazards (such as tornadoes, hurricanes, etc.) increase the probability of wildland fire by producing fuel in both urban and rural settings. Forest damage from hurricanes and tornadoes may also block interior access roads and fire breaks; pull down overhead power lines, or damage pavement and underground utilities.

Many individual homes and cabins, subdivisions, resorts, recreational areas, organizational camps, businesses and industries are located within high wildfire hazard areas. Further, the increasing demand for outdoor recreation places more people in wild lands during holidays, weekends and vacation periods. Unfortunately, wildland residents and visitors are rarely educated or prepared for wildfire events that can sweep through the brush and timber and destroy property within minutes.

Wildfires can result in severe economic losses as well. Businesses that depend on timber, such as paper mills and lumber companies, often experience losses that are passed on to consumers through higher prices. In some cases, this has resulted in the loss of jobs. The high cost of responding to and recovering from wildfires can deplete state resources and increase insurance rates. The economic impact of wildfires can also be felt in the tourism industry if roads and tourist attractions are closed due to health and safety concerns.

State and local governments can impose fire safety regulations on home sites and developments to help curb wildfire. Land treatment measures such as fire access roads, water storage, helipads, safety zones, buffers, firebreaks, fuel breaks and fuel management can be designed as part of an overall fire defense system to aid in fire control. Fuel management, prescribed burning, and cooperative land management planning can also be encouraged to reduce fire hazards.

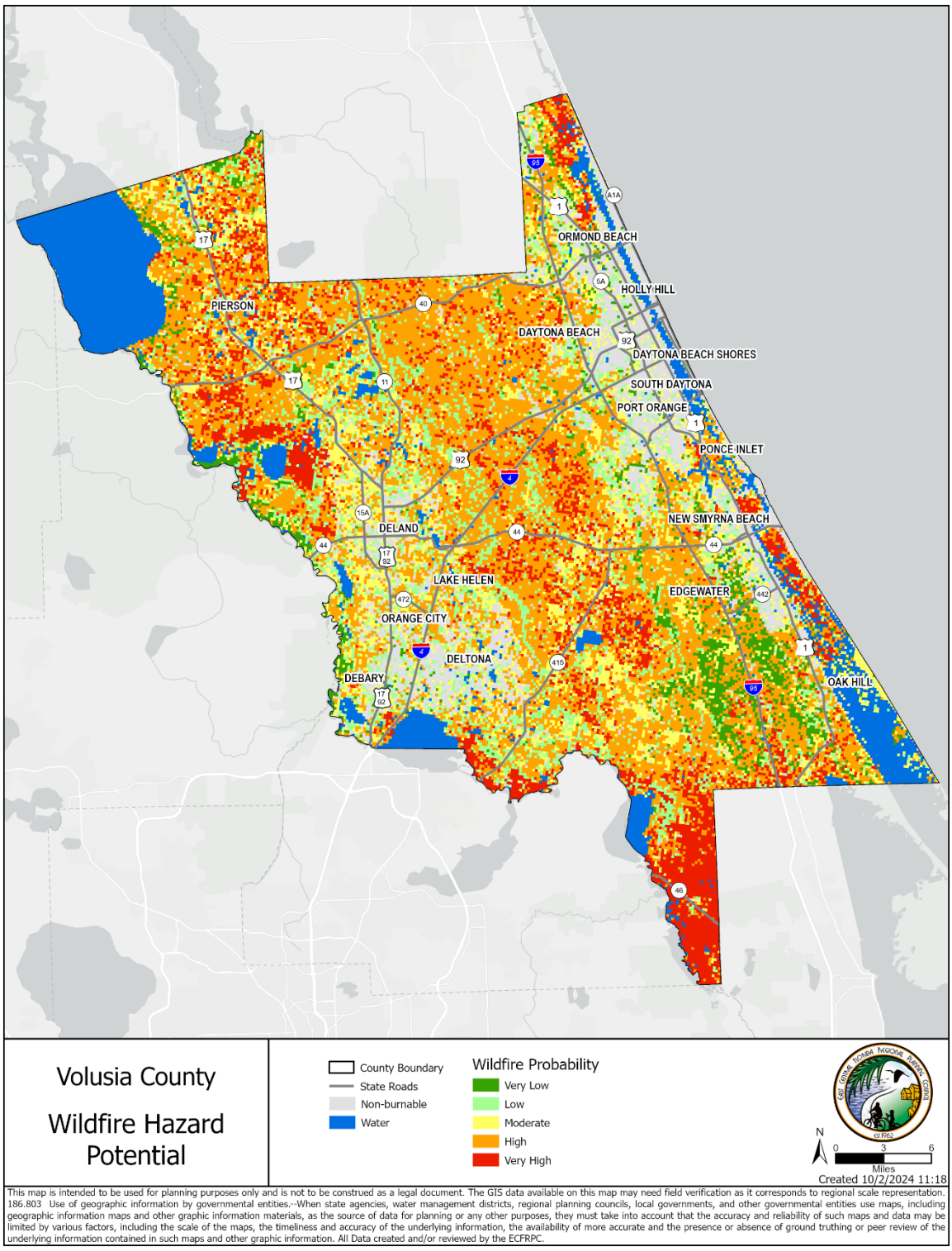
[24] Prescription burning, or “controlled burn,” undertaken by land management agencies is the process of igniting fires under selected conditions, in accordance with strict parameters.

Location and Spatial Extent

Volusia County is uniformly exposed to wildland fire risk. Although the county typically receives a high amount of precipitation each year (around 50 inches), there is a risk of wildfire due to the hot, dry summer months. Further, drought and drought-like conditions may occur which could increase the probability of wildfire occurrence.

The wildfire potential for Volusia County is shown in **Section 5: Figure 20**. All areas of the county may be susceptible to wildfire, and the wildland-urban interface is an area of concern as more property may be at risk of fire damage in these areas. Further, a large portion of the County is at high risk of wildfire events. These areas are dispersed throughout the County.

Section 5: Figure 20: Wildland Fire Risk in Volusia County



Source: U.S. Forest Service

Historical Occurrences

According to the Florida Division of Forestry, Florida experiences an average of 3,060 wildfires annually, burning nearly 154,000 acres[25]. The most common cause of Florida wildfire events is lightning which ignited over 700 fires annually between 2000 and 2009. Volusia County experienced 1,306 fires that burned over 22,600 acres between January 2000 and August 2009. Lightning caused nearly half of these fires. **Section 5: Table 17** lists the number of reported wildfire occurrences in Volusia County between the years 2001 and 2018.

Section 5: Table 17: Historical Wildfire Occurrences in Volusia County (2001-2018)

YEAR	2001	2002	2003	2004	2005	2006	2007	2008	2009	Annual Average
# of Fires	116	31	71	145	64	213	195	121	127	120
Acres Burned	383	371	2,011	746	198	5,037	1,826	1,482	8,839	2,321
YEAR	2010	2011	2012	2013	2014	2015	2016	2017	2018	Annual Average
# of Fires	128	237	208	104	74	104	174	132	TBD	145
Acres Burned	672	8,952	3,832	1,404	626	788	1,421	1,150	TBD	2,355

Source: Florida State Fire Marshal Report

It should also be noted that 1998 was a particularly significant year for wildland fires in Volusia County. That year, drought conditions were prevalent throughout the County. A total of 233 wildfires were reported, the largest single cause being lightning. In all, over 163,000 acres were burned. The fires threatened 29,000 homes and hindered travel as wildfires jumped highways. However, after weeks of burning, just six houses, one mobile home, and two businesses were destroyed, totaling $2.1 million ($2,889,598; 2009 dollars). Timber, conversely, took the brunt of the damage with losses of over $60 million ($85,570,222; 2009 dollars). No fatalities or civilian injuries were reported but ten firefighters did have minor injuries.

These events have had devastating impacts on Volusia County. Homes and businesses have been damaged or destroyed, causing economic and social hardship, while several agricultural resources (such as timber, as described above) have been lost in these events. Families and vulnerable populations can be displaced temporarily or permanently by these events, while businesses can be lost forever. Human life is also at great risk to fires, as fires can quickly consume buildings and prevent escape. Smoke inhalation is a common cause of death due to fire, rather than the fire itself. Updating and enforcing building codes can help prevent fire disasters.

One of the largest fires recorded in Volusia County over the last decade was the Iron Horse Fire, which occurred in 2011 in southeastern Volusia County. Approximately 17,000 acres burned during this event, and a full Fire Operations Center (FOC) activation was executed. One mobile home, three outbuildings and three camp structures were destroyed, while 140 total structures were threatened. Interstate 95 was completely shut down due to smoke limiting driver visibility (intermittently over a two-day period), and a firefighter was injured during the event. Also, in 2011, the Maytown Road Fire burned approximately

[25] Average information based on information between January 2000 and August 2009.

2,500 acres of land and affected local weather conditions by increasing cloud coverage. In 2012, several smaller fires affected the DeLand and DeBary areas of Volusia County.

In March 2013, the Durrance Road Fire destroyed 1,100 acres and forced evacuations of unincorporated areas of Volusia County near the Flagler County line west of Interstate 95. Approximately 300 homes were evacuated during this event. Interstate 95 from US1 to SR40 was shut down due to smoke.

Probability of Future Occurrences

There is a high probability of future wildfire events in Volusia County, especially during drought cycles and abnormally dry conditions, based on prior occurrence. Volusia County experienced nearly 130 wildfires per year from 2000 – 2008. As development continues to grow, there is an increasing chance for wildfires to reach the urban interface. This will increase the probability of economic loss and fatalities.

The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from wildfire and that future mitigation and adaptation strategies related to this hazard should be considered.

MANMADE HAZARDS

5.13 CIVIL DISTURBANCE

Background

Civil disturbances can occur due to socio-economic, political or other reasons. Events of civil disturbances can be classified as armed violence, riots, protests, and threats against the military or the government. The proper planning and prevention methods aid in the mitigation of such events. For threats of civil disturbance utilizing armed violence, it is likely that joint jurisdictional management of operations will take effect, coordinated at the county level between the Sheriff's Office, Florida Department of Law Enforcement (FDLE), and the Office of Emergency Management. These types of events typically occur in public places.

According to FEMA, civil disturbance is an activity such as a demonstration, riot, or strike that disrupts a community, and requires intervention to maintain public safety and order. Most protestors are law abiding citizens who intend their protest to be nonviolent. However, sometimes these situations become highly emotional and tense and can turn a peaceful crowd into a violent riot. Most crowds are orderly, nonviolent, and do not cause problems for authorities, but there are three types of crowds that can create a civil disturbance:

- **Public Disorder**: the basic breach of civic order, meaning the crowd tends to disrupt the normal flow of operations around them, such as traffic
- **Public Disturbance**: a demonstration that is designed to cause turmoil and disruption. These crowds chant, yell, and sing to voice collective opinions
- **Riot**: when a disturbance turns violent. The crowd suddenly becomes a mob that violently expresses itself by destroying property, assaulting others, and creating an extremely volatile environment

Location and Spatial Extent

Civil disturbances tend to occur in urban areas but can occur anywhere. These types of events typically occur in public gathering places, including court houses or civic spaces. While the spatial extent of the hazard would be 25% or less, civil disturbances could have county-wide effects.

Historical Occurrences

Civil Disturbances have been occurring since the beginning of time. There are several examples of civil disturbances in Florida in recent years. Some significant events that have impacted Central Florida and Volusia County through racially charged protests are outlined.

- **2012**: Trayvon Martin's death in Sanford, Florida. There were public protests, school walk outs, and thousands of planned rallies across the nation.
- **2020**: George Floyd's death in Minneapolis, Minnesota; Breonna Taylor's death in Louisville, Kentucky; Ahmaud Arbery's death in Brunswick, Georgia.
- **2021**: Othal Wallace's arrest for the death of Daytona Beach police officer.

Probability of Future Occurrences

It is likely that occurrences of civil disturbance will continue in the future. There have been several in Florida in previous years and protesting is a fundamental right protected by the US Constitution; therefore, civil disturbances will continue into the future.

5.14 MASS MIGRATION

Background

Mass-migration occurs when people of one geographic area move in large numbers to another geographic location. According to United States Code Title 8, Chapter 12 (8 U.S.C. § 1101), the definition of mass migration is a migration of undocumented aliens that is of such magnitude and duration that it poses a threat to the national security of the United States.

This usually refers to an event, or series of events, that may take place over the course of several years or even decades. The event could be economic, social, or political in nature but it is something that causes a mass exodus.

Location and Spatial Extent

There are no particular geographic areas in Volusia County with a more ideal jurisdiction for this hazard to take effect. Volusia County contains the intersection of the state's two busiest highway systems, I-95 and Interstate 4 (I-4). Because Volusia County is the intersection of these two major state transportation networks, people traveling from any direction of the state might travel to or through the area as refugees. The county also contains State Road A1A (SR A1A) which runs north and south through the entire county. Florida's proximity to the Caribbean basin makes it a vulnerable point of entry for a massive influx of refugees entering the United States. The spatial extent of this hazard would affect less than 25% of the geographical area.

Historical Occurrences

The United States has often been seen as a golden refuge for many immigrants, especially those in poor economic circumstances. Major policy changes can be a driving cause for mass migration. Since 1995, the "wet-foot, dry-foot" policy has allowed Cubans who reach American soil a fast-tracked path to citizenship. The policy was reversed by Former President Barak Obama in 2016, making the Cuban immigration process the same as any other immigrant. Former President Donald Trump's administration took a strict stance on immigration, leading many Cubans to flock to America before he took office. The U.S. recorded increased Cuban Refugees from 2015 and 2016. According to the US Coast Guard, 7,358 Cubans tried to enter the U.S. illegally in the 2015-2016 fiscal year and were intercepted. Meanwhile 50,082 Cubans managed to enter (38,310 illegally and 11,772 with visas) in that same period.

Section 5: Table 18: Mass Migration Occurrences

Year	Description
2010	January – Operation Haiti Relief after an earthquake brought displaced and some injured people through Orlando Sanford International Airport.
2017	Hurricane Maria – mass migration of evacuees from the island of Puerto Rico to the Central Florida area after the hurricane. Over 250 families resettled in Seminole County and over 6,500 in Central Florida.
2024	March of 2024, overwhelming gang violence and the overthrow of the Haitian government caused mass evacuations of American citizens from Haiti back to the United States.

While Florida typically has a fast-growing population, many local municipalities are facing pressures from the booming population moving legally from other parts of the country in recent years. In the post-World War II era after 1946, Florida's percentage increase in population each year fluctuated but has always been positive. Between 2010 and 2020, national growth dipped from 0.9% to 0.5% each year while Florida's increases ranged from 1.0% to 2.0%. In 2022, Florida's growth was nearing 1.9%, not high compared to past gains but still the fastest among the states.

Probability of Future Occurrences

It is possible that any Florida county could be impacted by refugees and migrants. Florida is in proximity to islands such as Cuba, Puerto Rico, Dominican Republic and Haiti, and the Gulf Coast is within proximity of Mexico. Mass migration can also occur domestically due to an impending hazard causing large groups of citizens to head north or inland to other counties to evacuate. The probability of a migration influx in Florida is perceived to be high, and planning must be done to ensure safety and security. As political unrest and large-scale natural disasters continue to increase within the Caribbean and South American regions, people will continue to migrate throughout Florida.

The overall vulnerability of mass migration and repatriation in Volusia County and its jurisdictions is low. While lack of housing and community resources could be a concern with mass migration, due to the low probability and lack of physical impacts, Volusia County is not extremely vulnerable to this hazard. Each jurisdiction is equally vulnerable to this possibility.

5.15 TERRORISM

Background

Terrorism includes any attempt to attack, cripple or damage public goods, public infrastructure or citizens on a large scale. Volusia County should be prepared for a terrorist-related event that could occur with or without notice. Since terrorism can take many different forms, including weapons of mass destruction, and be directed at many kinds of targets, it poses some very complex, technical problems in planning and response. **Section 5: Table 19** displays the types of terrorism Volusia County is susceptible to.

Section 5: Table 19: Types of Possible Terrorism

Types of Terrorism	Description
Agro-Terrorism	The deliberate introduction of disease-causing organisms and chemicals into the food supply through agriculture. It could impact the public if crops or agricultural foods contaminated with disease-causing organisms were to enter the food chain. The secondary effects of which can be disease, famine and massive economic loss.
Cyber Terrorism	Unlawful attacks and threats of attack against computers, networks, and the information stored therein; and used to intimidate or coerce a government or its people in furtherance of political or social objectives.
Domestic Terrorism	Violent, criminal acts committed by individuals and/or groups to further ideological goals stemming from domestic influences, such as those of a political, religious, social, racial, or environmental nature.
International Terrorism	Violent, criminal acts committed by individuals and/or groups who are inspired by, or associated with, designated foreign terrorist organizations or nations (state-sponsored).

Location and Spatial Extent

Violent events can happen at any time at any place. Terrorism can be targeted at large gatherings, such as concerts or shopping malls, as has been seen in previous occurrences across the country. But because terrorism thrives on fear, places such as community spaces, civic buildings, or historical monuments need additional precautions. A terrorist attack would most likely be very localized and isolated and impact less than 25% of the geographic area of the County, however effects could be county-wide.

Historical Occurrences

The nation as a whole has been affected by various acts of terrorism. Cyber terrorism is becoming an increasing threat, and residents are particularly vulnerable to subtle attacks such as credit card fraud. **Section 5: Table 20** outlines two major acts of terrorism.

Section 5: Table 20: Historical Occurrences of Terrorism

Year	Description
2016	At 2:00 AM on June 12, 2016, an active shooter walked into Pulse Nightclub in Downtown Orlando, FL, and opened fire into the crowd of approximately 300 people. One hundred two (102) people were directly impacted as 49 people were killed and 53 were injured. Another five people had non–gunshot related injuries. The attack began as an active shooter incident, transitioned into a hostage situation, and ended around 5:15 AM. It was one of the deadliest terrorist attacks in the United States since September 11, 2001. With assistance from various agencies and organizations around the area, victims were evacuated and transported.
2023	ABB (a leading technology electrification and automation company that works with public and private organizations) determined that an unauthorized third-party accessed the company's systems. Black Basta ransomware was deployed that shut down business operations. The company was forced to terminate VPN connections with various customers to prevent the spread of the ransomware to other networks.

Probability of Future Occurrences

Any community can be impacted by terrorism. Each year domestic terrorism increases across the country and becomes more deadly. There are no discernable patterns or methods to indicate the probability of future occurrence. Because terrorist attacks can take many forms and include many types of weapons, it is difficult to reduce the county's overall vulnerability to these incidents. First response agencies attempt to reduce vulnerability through prevention tactics and intelligence sharing. No jurisdiction in Volusia County is more vulnerable to attack than another.

TECHNOLOGICAL HAZARDS

5.16 COASTAL OIL SPILL

Background

Coastal oil spills pose a threat to human health and safety and frequently result in significant impacts to natural and cultural resources. Thousands of oil spills occur in U.S. waters each year. Most of these spills are small (e.g., oil spills while refueling ships), but these spills can still cause harm, especially if they happen in sensitive environments, like beaches, mangroves, and wetlands. Large oil spills are major and dangerous disasters. This tends to happen when pipelines break, big oil tanker ships sink, or drilling operations fail. Consequences to ecosystems and economies can be felt for decades following a large oil spill.

An oil spill is the release of liquid petroleum hydrocarbon into the environment, especially marine areas, due to human activity. The term is usually applied to marine oil spills, where oil is released into the ocean or coastal waters, but spills may also occur on land.

Location and Spatial Extent

Oil spills can happen anywhere oil is drilled, transported, or used. While oil spills would primarily affect the Gulf coast of Florida, oil spills can negatively affect tourism and ecological conditions on the Atlantic coast of Florida.

Historical Occurrences

In 2010, an explosion occurred on the Deepwater Horizon drilling platform in the Gulf of Mexico. The explosion, which killed 11 men, caused the rig to sink and started a catastrophic oil leak from the well. The spill took three months to cap and approximately 134 million gallons of oil spilled into the Gulf, becoming the largest offshore oil spill in U.S. history. The economic impacts to commercial and recreational fishing for the period between 2010–2020 are a loss of roughly 24,000 job-years, $2.1 billion in industry output, $1.1 billion in total value-added or Gross Regional Product, $650 million in labor income, $140 million in state and local tax revenues, and $160 million in federal tax revenues. In addition, The Deepwater Horizon spill resulted in the largest natural resource damage assessment ever undertaken. The parties responsible owed a record-setting settlement with BP Exploration & Production for an unprecedented $5.5 billion Clean Water Act penalty and up to $8.8 billion in natural resource damages.

Although this incident did not happen in Volusia County, it severely impacted the state of Florida because the spill took place off the shore of Louisiana and impacted the Gulf of Mexico which runs along Florida's west coast. The economic condition of the county could be seriously impacted by a coastal oil spill event. During the Deepwater Horizon oil spill, tourism in Volusia County suffered since people thought all of Florida was impacted. In the event of another spill, the charter fishing industry would likely be devastated. If a coastal oil spill were to occur in Volusia County, tourism would greatly decrease, and tax revenue would be severely impacted.

Probability of Future Occurrences

Although there are no documented major oil refineries in the central Florida region, there are thousands in the Gulf of Mexico. The likelihood of a coastal oil spill directly impacting Volusia County is low, but any ships transporting oil in the Atlantic Ocean pose a threat.

5.17 CRITICAL INFRASTRUCTURE FAILURE

Background

Critical infrastructure failures refer to the disruption of public utility services such as drinking water, stormwater and wastewater collection/treatment, electric power, transportation, supply chains systems that support food and fuel, and communications. These services contribute to the economic well-being and public health and safety of the communities they serve. A critical infrastructure failure can occur from a cascading emergency such as terrorism or a hurricane.

Widespread power outages can occur without warning. Generally warning times will be short in the case of technological failure, such as a fire at a sub-station, traffic accident, human error, or terrorist attack. In cases where a power failure is caused by natural hazards, greater warning time is possible. For example, high wind events such as tornados and hurricanes often cause widespread power failure and are often forecasted before they affect a community so that residents can prepare.

The Federal Highway Administration's (FHWA) 2000 Traffic Incident Management Handbook defines a major traffic disturbance as "any non-recurring event that causes a reduction of roadway capacity or an abnormal increase in demand". Under this definition, events such as traffic crashes, disabled vehicles, spilled cargo, highway maintenance, reconstruction projects, and special non-emergency events (e.g., ball games, concerts, or any other event that significantly affects roadway operations) are classified as an incident.

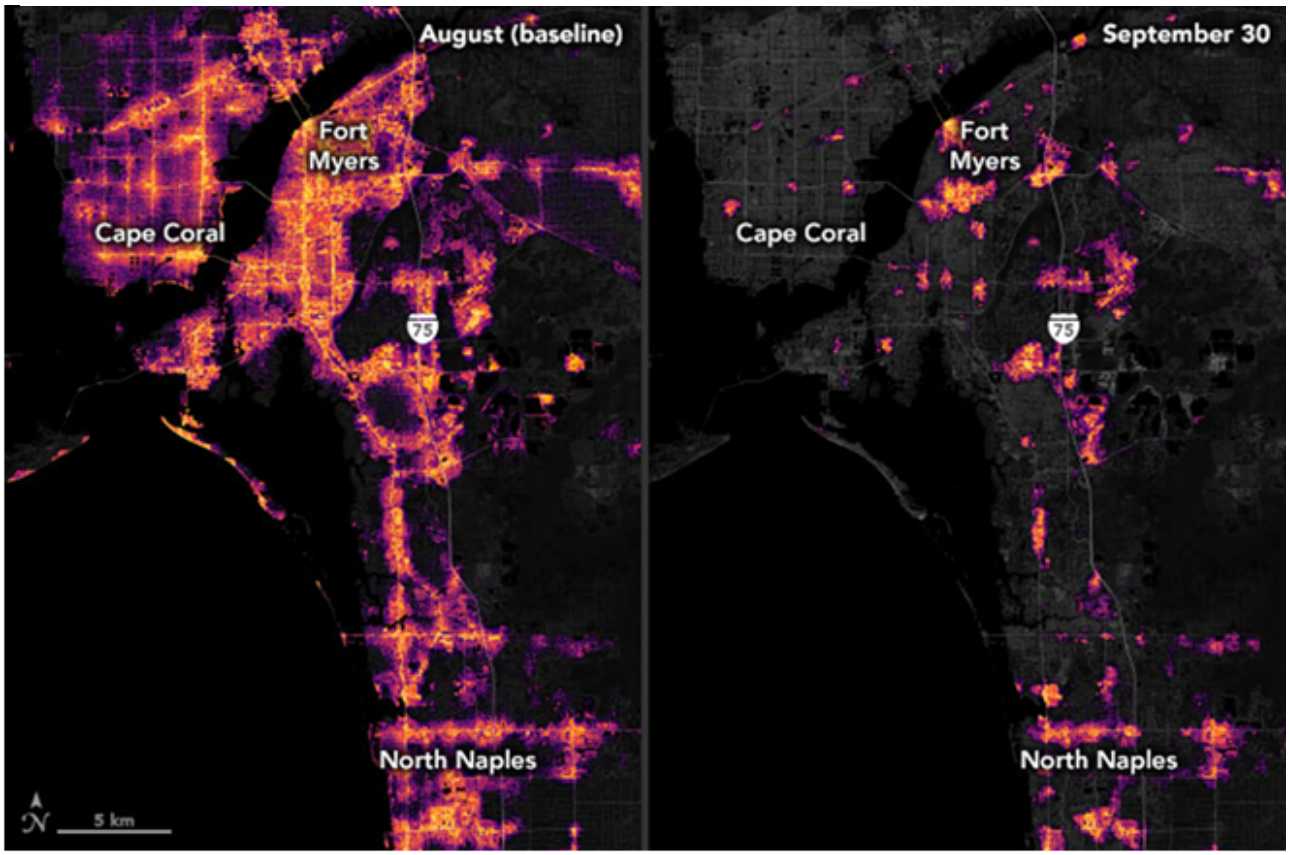
Location and Spatial Extent

All of Volusia County is at risk for critical infrastructure failure as there are numerous facilities throughout the county. Impacts from disruption could impact more than 50% of the county, but most likely would have county-wide effects. Critical infrastructure failures are usually localized and are usually the result of a natural hazard event involving flooding or high winds, like hurricanes. A major transportation incident would mostly involve a highway or roadway, but the county's airports and proximity to major water systems poses a threat to an incident taking place.

Historical Occurrences

As recently as September 2022, Hurricane Ian swept through Florida and resulted in more than 2.6 million residential power losses. The catastrophic winds meant the electrical systems not only had to be restored, but were rebuilt in Fort Myers Beach and Sanibel, where the storm event made landfall. While most parts of the state had restored power within two weeks, many homes at ground zero were left without electricity for months. Although post-storm water systems were quickly operational, communities were left in the dark. Several residents died as a direct result of the blackout. For example, some elderly citizens died after the oxygen pumps they relied on failed after the power went out. Businesses had to rely on generators if they wished to remain open and residents who worked from home did not have the capability to access their employment networks. **Section 5: Figure 21** displays critical infrastructure failures in South Florida after Hurricane Ian.

Section 5: Figure 21: Power Outages after Hurricane Ian (September 2022)



Source: NASA Earth Observatory

Just weeks before the Fourth of July, in Philadelphia, Pennsylvania in June 2023, I-95 had a collapse that led to a disaster declaration by the state's governor. This is the same stretch of highway that runs through Volusia County. The major traffic disturbance was caused by a gasoline tanker that carried more than 8,000 gallons of fuel. The vehicle lost control beneath an underpass, causing the tanker to flip and catch fire. The driver was the only identified related causality in the event. The highway was shut down in both directions, where on a typical day over 160,000 automobiles typically pass through. This shut down led to miles long traffic backups and impacted millions of drivers for roughly two weeks. Traffic officials were quickly required to find alternative routes for drivers to use while the highway was being rebuilt.

In May 2024, the strongest geomagnetic storm in twenty years hit Earth causing disruptions to power grids, broadband technology, and GPS satellites in space.

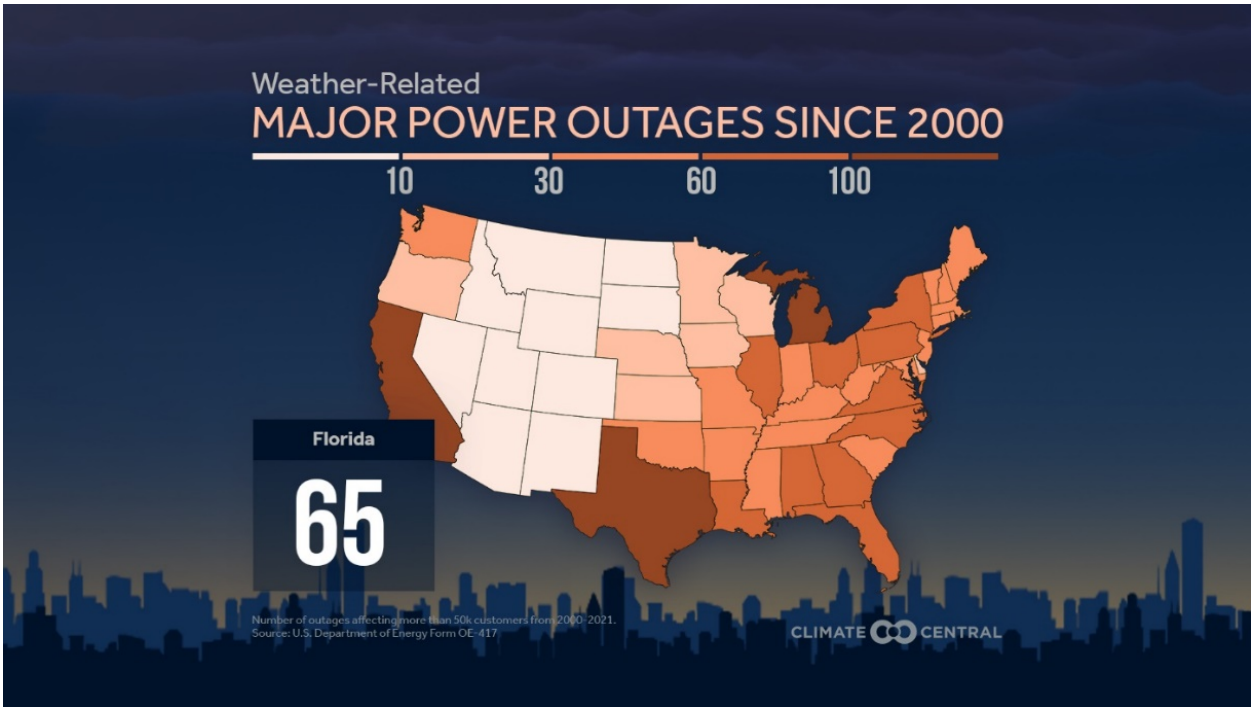
Probability of Future Occurrences

While the probability of future utility service disruption in Volusia County is difficult to predict, past outages indicate that significant failures have and will occur because of natural hazards, technological failures, and outdated utility infrastructure. As infrastructure ages beyond its intended lifespan, it is likely to become less reliable and lead to higher likelihoods of failure.

In addition, climate change may also impact the probability of utility failure occurrences because of an increase in the frequency and intensity of severe weather events. Storms with high winds will increase the chance that the power-related infrastructure will be impacted. Extreme temperatures are predicted to have an impact as well. During the hot summer months, the potential for power overload will grow as demand for power increases due to air conditioning units having to work harder. Extreme heat can also lead to transformer failures because the electric distribution equipment does not have the opportunity to cool sufficiently between periods of heavy use, leading to blackouts.

The power grid is essential, yet vulnerable. Florida is the third-largest electricity consumer in the nation. Disruptions can be minimized by providing a diverse set of utility service sources. If a particular system fails or is attacked, alternative sources can minimize impacts and provide the support to get operations back to normal.

Section 5: Figure 22: Weather-Related Major Power Outages Since 2000



Source: Climate Central[26]

[26] https://www.climatecentral.org/graphic/surging-weather-related-power-outages?graphicSet=Weather-related+Outages+by+State&location=Florida&lang=en on December 26, 2024

As population continues to rise in the area and the need for transportation increases, accidents will continue to rise. While most are expected to be minor, the possibility of a major event increases. Automobiles pose the most risk, but other examples include:

- Aviation: Volusia County has numerous airports throughout the county which present the possibility of traffic disruptions in the event of an aviation-related crash. General aviation aircraft pass over the city en-route to and from Orlando, Sanford, Jacksonville, and other small airports located around Volusia County.
- Marine: The city is located on the Atlantic Ocean and the Halifax River which provides traffic on water transportation routes. The Tomoka River and other local waterways consists of mostly recreational/sports activities.

5.18 HAZMAT / INDUSTRIAL INCIDENT

Background

Hazardous material (HazMat)/industrial incidents include events when liquid, solid or gaseous chemicals that are harmful or fatal to humans or ecological infrastructure are dispersed. HazMat events occur when liquid, solid, gaseous chemicals, or a combination of all three (which may include dust, fumes, gas, vapor, mist, and smoke)—diffuse into the environment and become harmful or fatal to humans, infrastructure, or ecosystems.

Hazardous waste is dangerous, and can be ignited, corrosive, reactive, or toxic. Paint products, pool chemicals, household cleaners, and pesticides are common examples, but can also include toxic chemicals, fuels, nuclear waste products, biological, chemical, and radiological agents.

Location and Spatial Extent

There are numerous hazardous material facilities and plants throughout the county. This includes residential and commercial swimming pools that use dangerous chemicals (liquid, powdered, and gas chlorine, acids, etc.). These chemicals are stored in bulk in several retail stores throughout the county. Chemicals are also used in water and wastewater treatment facilities in Volusia County. Additional threats are created by the transportation of hazardous materials on I-95 and other roadways. The Florida East Coast Railway also runs through the eastern part of the county, which transports hazardous materials along Florida's east coast.

Any hazardous material accident would have very localized impacts and would account for less than 25% of the county's geographic area.

Historical Occurrences

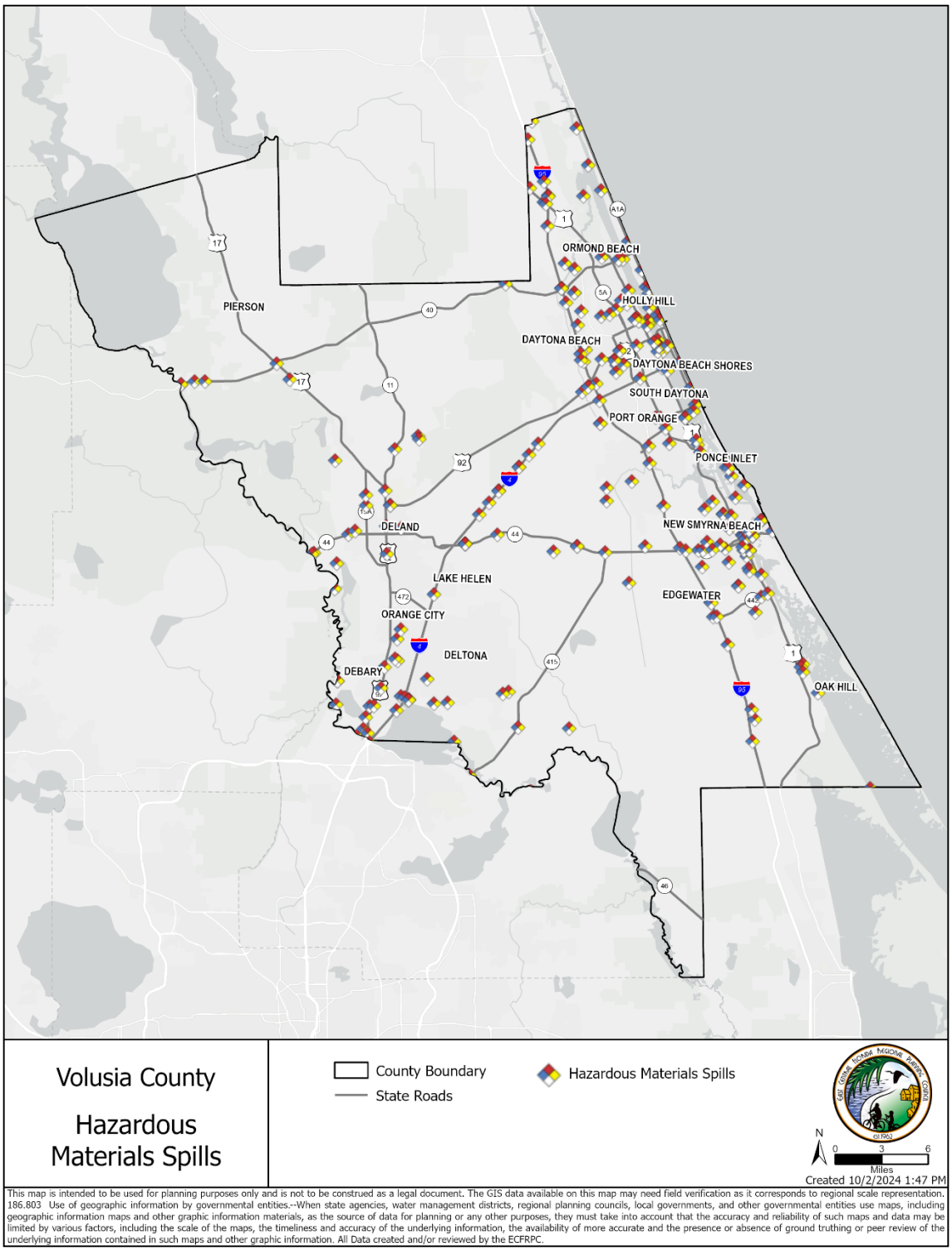
Section 5: Figure 23 displays recent HazMat incidents in the county. In Ormond Beach on September 7th, 2018, a toxic industrial chemical, Sodium Hypochlorite, was accidentally released from an aboveground tank into a nearby storm drain. A city employee reported that 1,484 gallons of 7% chlorine was released and that the drain discharged into the Halifax River. A dechlorinator was added to the storm drain as part of the cleanup effort.

As recently as May 10, 2022, a citizen reported a possible HazMat issue just south of the Granada Bridge. The citizen reported that approximately two-dozen old, abandoned boats were leaking oil and fuel into the Indian River Lagoon and Halifax River. The boats have been abandoned in this location for 3 to 4 years. This was classified as a petroleum spill and oil release, and although major waterways were affected, no cleanup actions were reported.

Probability of Future Occurrences

It is likely that HazMat incidents will continue, whether they are reported or not.

Section 5: Figure 23: Hazardous Spill in County 2019-2024



Source: FDEP

5.18 CONCLUSIONS ON HAZARD RISK

The hazard profiles presented in this section were developed using best available data and result in what may be considered principally a qualitative assessment as recommended by FEMA in its "How-to" guidance document titled *Understanding Your Risks: Identifying Hazards and Estimating Losses* (FEMA Publication 386-2). It relies heavily on historical and anecdotal data, stakeholder input, and professional and experienced judgment regarding observed and/or anticipated hazard impacts. It also carefully considers the findings in other relevant plans, studies and technical reports.

Hazard Risk Scoring

Volusia County threats and hazards are scored using the Calculation and Rating Score Development (CPRI). Frequency (probability), impact (magnitude/severity), warning time, and duration are the main factors used to assign a score to every hazard. To provide a comprehensive assessment of each hazard, the hazards were scored based on several vulnerability factors including area(s) of impact, health and safety of the population, property, environment, and economic vulnerability. Each of these factors, considered magnitude/severity, has been assigned a number between one and four, based on risk, with four being the greatest. The values then were summed and multiplied by the probability of occurrence factor, which is also a one to four scale. Warning time and duration of each hazard are also considered and factored into the scoring. The resulting value is a risk rating for each hazard. **Section 5: Table 21** provides the CPRI scoring categories and rating system. Further, the Vulnerability Assessment (Section 6) also provides information on hazard vulnerability at the jurisdictional level.

CPRI Calculation and Rating Score Development

CPRI = [(Probability X .45) + (Magnitude X .30) + (Warning Time X .15) + (Duration X .10)]

Section 5: Table 21: CPRI Scoring Categories

CPRI CATEGORY	DEGREE OF RISK			ASSIGNED WEIGHTING FACTOR
	LEVEL ID	DECRIPTION	INDEX VALUE	
Frequency (Probability)	Highly Likely	• Common events with a well-documented history of occurrence. • Annual probability is greater than 1.	4	45%
	Likely	• Frequent occurrences with at least two or more documented historical events. • Annual probability is between 1 and 0.1.	3	
	Possible	• Infrequent occurrences with at least one documented or anecdotal historic event. • Annual probability is between 0.1 and 0.01.	2	
	Unlikely	• Rare with no documented history of occurrences or events. • Annual probability of less than 0.01.	1	
Magnitude / Severity	Catastrophic	• Severe property damages (greater than 50% of critical and non-critical facilities and infrastructure). • Injuries or illnesses result in permanent disability and multiple deaths. • Shut down of critical facilities for more than 1 month.	4	30%
	Critical	• Moderate property damages (greater than 25% and less than 50% of critical and non-critical facilities and infrastructure). • Injuries or illnesses result in permanent disability and at least 1 death. • Shut down of critical facilities for more than 1 week and less than 1 month.	3	
	Limited	• Slight property damages (greater than 5% and less than 25% of critical and non-critical facilities and infrastructure). • Injuries or illnesses do not result in permanent disability and there are no deaths. • Moderate quality of life lost. • Shut down of critical facilities for more than 1 day and less than 1 week.	2	
	Negligible	• Negligible property damage (less than 5% of critical and non-critical facilities and infrastructure).	1	

		• Injuries or illnesses are treatable with first aid and there are no deaths. • Negligible quality of life lost. • Shut down of critical facilities for less than 24 hours.		
Warning Time	Less than 6 hours	Self-explanatory.	4	15%
	6 to 12 hours	Self-explanatory.	3	
	12 to 24 hours	Self-explanatory.	2	
	More than 24 hours	Self-explanatory.	1	
Duration	More than 1 week	Self-explanatory.	4	10%
	Less than 1 week	Self-explanatory.	3	
	Less than 1 day	Self-explanatory.	2	
	Less than 6 hours	Self-explanatory.	1	

Final Determinations

The conclusions drawn from the hazard profiling process for Volusia County resulted in the classification of risk for each identified hazard according to three categories: High, Moderate and Low Risk. For the purposes of these classifications, risk is expressed in relative terms according to the estimated impact that a hazard will have on human life and property throughout all of Volusia County. A more quantitative analysis to estimate potential dollar losses for each hazard has been performed separately and is described in the *Vulnerability Assessment* section.

It should be noted that although some hazards are classified below as posing low risk, their occurrence of varying or unprecedented magnitudes is still possible in some cases and their assigned classification will continue to be evaluated during future updates.

Hazard	Probability				Magnitude/Severity				Warning Time				Duration				CPRI Score
	Unlikely	Possibly	Likely	Highly Likely	Negligible	Limited	Critical	Catastrophic	< 6 hours	6 - 12 hours	12 - 24 hours	> 24 hours	< 6 hours	< 24 hours	< 1 week	> 1 week	
NATURAL HAZARDS																	
AGRICULTURE	X				X					X						X	1.6
COASTAL EROSION				X			X					X				X	3.25
DROUGHT			X				X					X			X		2.7
EXTREME TEMPERATURES			X				X					X			X		2.7
FLOOD				X				X				X			X		3.45
PUBLIC HEALTH EMERGENCIES		X				X				X						X	2.35
RISING COASTAL WATER				X				X				X			X		3.75
SEVERE WEATHER				X		X			X				X				3.1
TORNADO			X				X		X				X				2.95
TROPICAL CYCLONES				X				X				X			X		3.45
WILDLAND FIRE			X			X			X						X		2.85
MANMADE HAZARDS																	
CIVIL DISTRUBANCE		X			X					X				X			1.85
MASS MIGRATION		X				X				X						X	2.35
TERRORISM		X					X		X					X			2.6
TECHNOLOGICAL HAZARDS																	
COASTAL OIL SPILL	X					X			X						X		1.95
CRITICAL INFRASTRUCTURE FAILURE		X					X		X						X		2.7
HAZARDOUS MATERIALS / INDUSTRIAL INCIDENT			X				X			X						X	3.1

Section 5: Table 22: Conclusions on Hazard Risk for Volusia County (Natural Hazards)

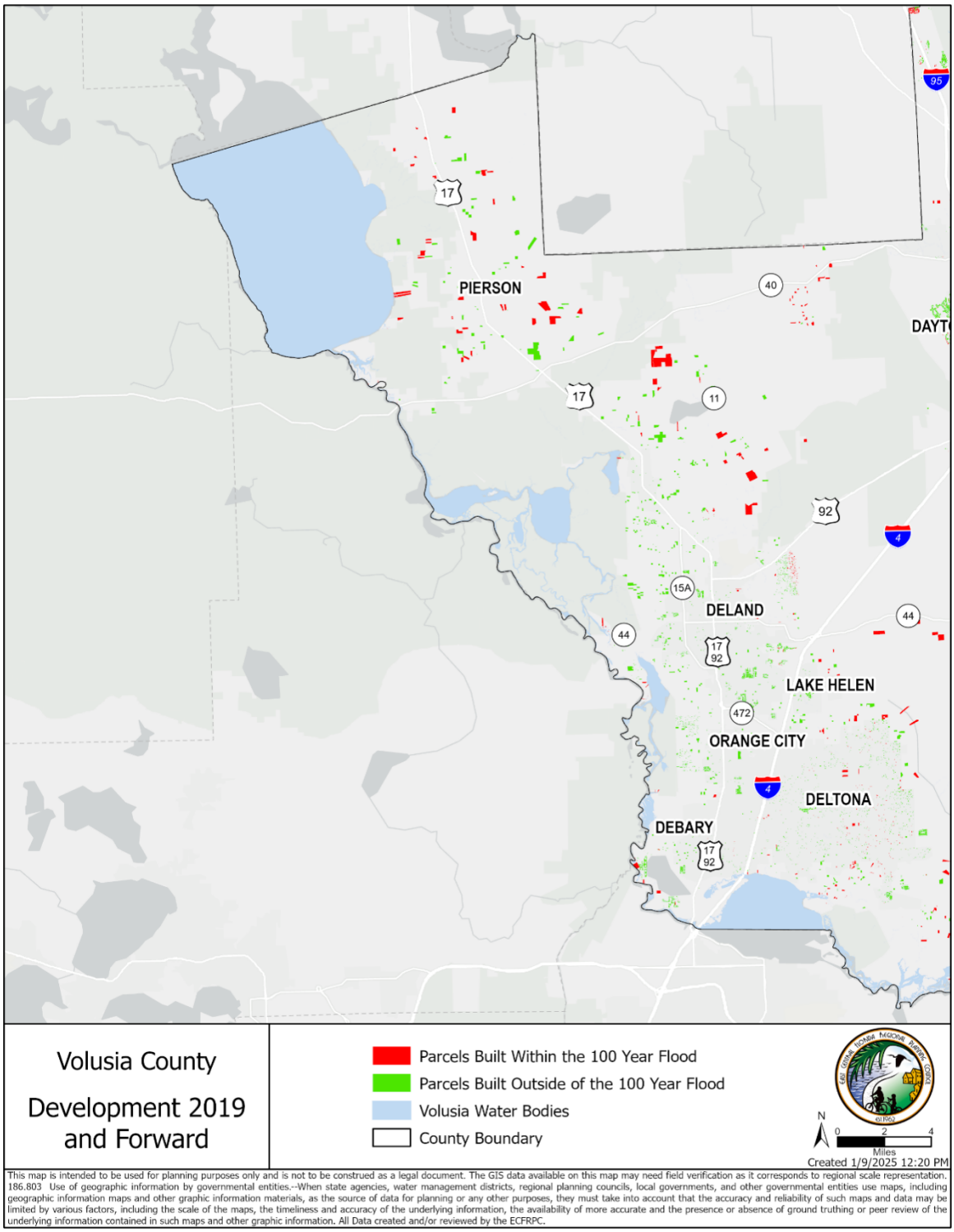
5.19 DEVELOPMENT SINCE 2020 (LAST LMS SUBMITTAL)

The maps on the next page in **Figure 5.24 and Figure 5.25** shows development in Volusia County from 2019 to 2024 with exposure to the 100-year floodplain. While the eastern portion of the county is susceptible to more hazards than the western portion, the eastern side has seen the largest growth in the number of properties built since 2019. Areas such as Ormond Beach, Daytona Beach, Holly Hill, South Daytona, Ponce Inlet and New Smyrna Beach have experienced growth since 2020, much of it along the barrier islands to the east of the Indian River Lagoon. These areas are susceptible to tropical cyclones, flooding, and rising coastal waters. The western portion of the county has also experienced growth. Deltona, DeBary, DeLand and Orange City are typically more susceptible to wildland fires and flooding.

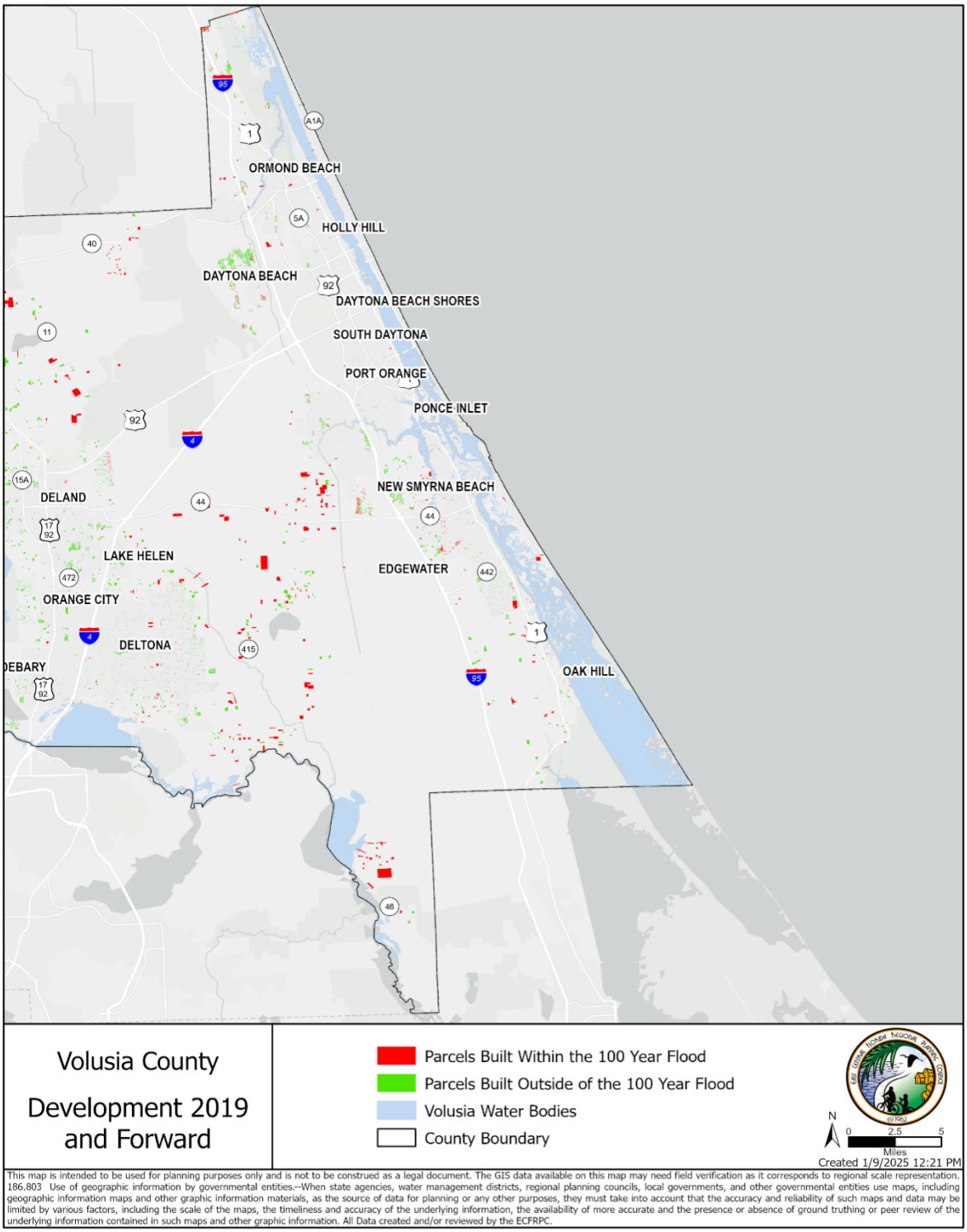
Since 2019, 6,005 properties have been built in the 100-year floodplain countywide. The total county taxable value of these new properties is $1,970,544,855 according to the ECFRPC analysis. The jurisdiction experiencing the most development is New Smyrna Beach. Daytona Beach is a close second.

For more information on recent developments in the hazard zones covered in this report, view the Vulnerability Assessment in Section 6.

Section 5: Figure 24: Development in 100-Year Floodplain since 2019. West Side of Volusia County



Section 5: Figure 25: Development in 100-Year Floodplain since 2019. East Side of Volusia County



Source: FEMA, Volusia County Property Appraiser, ECFRPC

SECTION 6 – VULNERABILITY ASSESSMENT

44 CFR Requirement

44 CFR Part 201.6(c)(2)(ii): The risk assessment shall include a description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. The description shall include an overall summary of each hazard and its impact on the community. The plan should describe vulnerability in terms of: (A) The types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard areas; (B) An estimate of the potential losses to vulnerable structures identified in paragraph (c)(2)(ii)(A) of this section and a description of the methodology used to prepare the estimate; (C) Providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.

6.1 OVERVIEW

This section builds upon the information provided in Section 5: *Hazard Profiles* by identifying and characterizing an inventory of assets in Volusia County and then assessing the potential impact and number of damages that can be expected to be caused by each identified hazard event. The primary objective of the vulnerability assessment is to quantify exposure, and the potential loss estimates for each hazard. In so doing, Volusia County and its participating jurisdictions and partners may better understand their unique risks to identify hazards and be better prepared to evaluate and prioritize specific hazard mitigation actions.

This section begins with an explanation of the methodology applied to complete the hazard vulnerability assessment, followed by a summary description of the asset inventory as compiled for Volusia County. The remainder of this section focuses on the results of the assessment and is organized by hazard as listed below.

- **Natural**
  - Agriculture
  - Coastal Erosion
  - Drought
  - Extreme Temperature
  - Flood
  - Public Health Emergencies
  - Rising Coastal Waters
  - Severe Weather
  - Tornado
  - Tropical Cyclones
  - Wildland Fire
- **Manmade**
  - Civil Disturbance
  - Mass Migration
  - Terrorism

- **Technological**
  - Coastal Oil Spill
  - Critical Infrastructure Failure
  - HazMat/ Industrial Incident

6.2 ASSESSMENT METHODOLOGY

This vulnerability assessment was conducted utilizing three distinct methodologies based on an appropriate analysis of that hazard:

1. Geographic Information System (GIS)-based analysis
2. A qualitative analysis based on the risk to people, property, the environment, government operations, the public, first responders, continuity of operations, facilities and infrastructure, economic conditions, and public confidence in governance.

Each approach provides estimates for the potential impact of hazards by using a common, systematic framework for evaluation, including historical occurrence information. The results of the vulnerability assessment are provided for each identified hazard. The versions of HAZUS used for this assessment were 6.1 and 7.0. All versions of HAZUS are designed to conduct the same analyses for the same purposes.

GIS-Based Analysis

For the GIS-based assessment, digital data was collected from local, state and national sources. ESRI® ArcPro 3.4.0 was used to assess risk utilizing digital data including local tax records for individual properties and georeferenced point locations. Using these data layers, risk was assessed by estimating the assessed building value associated with properties determined to be in identified hazard areas. The critical asset inventory was compiled from FEMA's built-in asset inventory within HAZUS, the ECFRPC's critical asset inventory compiled for FDEP's statewide Resilient Florida Vulnerability Assessment, and additional assets provided by Volusia's jurisdictions. Parcel and land use data was retrieved from Volusia County's GIS Department and Property Appraiser.

To estimate population in hazard areas, Census 2020 population data by census block was obtained from HAZUS 7.0 and census blocks intersecting with hazard areas were used to determine improved property value, land value, building value, assessed value, taxable county value were obtained from Volusia County's Property Appraiser and properties intersecting with hazard areas were used to determine financial exposure and potential financial loss.

Census 2020 data was used for analyses as it is available by census block. There are other population estimates that are provided by reputable sources; however, they are only available at the jurisdiction level (e.g., county or city). When the next decennial census population data is available the county will consider reassessing the populations that are vulnerable to various hazards.

The objective of the GIS-based analysis was to determine the estimated vulnerability of people, buildings and critical facilities to the identified hazards for Volusia County using the best available geospatial data. In so doing, local databases made available through Volusia County such as local tax assessor records, parcel boundaries and critical facilities data were used in combination with digital hazard data. The results

of the analysis provided an estimated number of people, as well as the numbers and values of buildings and critical facilities determined to be potentially at risk to those hazards with delineable geographic hazard boundaries.

Financial exposure of parcels to hazards was assessed by intersecting parcel data to the extent of the hazards. Per the guidance of Volusia County Emergency Management, financial exposure to hazards for parcels with stacked properties was handled in two manners. Hazard analysis regarding wind, wildland fire, and sea level rise was conducted for all properties within a parcel, capturing the financial exposure of each floor within condominiums and other buildings. Hazard analysis regarding storm surge and FEMA flood zones was conducted only for first floor properties.

For storm surge, the data was retrieved from the National Oceanic and Atmospheric Administration's National Hurricane Center. The storm surge data is derived from the Maximum of the Maximum Envelope of High Water (MEOW), or MOM, which provides a worst case snapshot for a particular storm category. Each MOM considers combinations of forward speed, trajectory, and initial tide level. No single hurricane will produce the regional flooding depicted in the MOMs. Instead, the product is intended to capture the worst-case high-water value at a particular location for hurricane evacuation planning. The MOMs are also used to develop the nation's evacuation zones.

For wildland fire risk, the U.S. Forest Service's Wildfire Hazard Probability dataset was used to evaluate the wildfire risk for Volusia's critical assets. The Wildfire Hazard Probability dataset recognizes impervious surfaces as "non-burnable." As the majority of Volusia's critical assets are built on top of paved surfaces, they were marked as non-burnable by the dataset. However, due to the nature of wildfire and its ability to jump onto structures although they may be built upon impervious surfaces, geostatistical methods were employed to interpolate the fire risk for areas originally marked as non-burnable. The raster dataset provided by the U.S. Forest Service was altered to remove cells marked as non-burnable. This altered raster was run through Empirical Bayesian Kriging (EBK) to generate new wildfire risk scores for areas previously categorized as non-burnable. EBK is a geostatistical method utilized for making spatial predictions based upon existing patterns. Using EBK to fill in the gaps of the Wildfire Hazard Probability dataset allowed for a more comprehensive analysis of wildfire risk for the County's critical assets.

For tropical cyclone wind hazards, HAZUS 6.1 was used to run a probabilistic hurricane wind analysis. Probabilistic hurricane analysis is a method of predicting the likelihood of hurricane-related events by using a range of possible outcomes. This method can help to estimate the risk of hurricane damage and inform decision making. Return periods of 10, 20, 50, 100, and 500 were used to analyze peak wind gusts across Volusia County.

6.3 ASSET INVENTORY

An inventory of Volusia County's georeferenced assets was created in order to identify and characterize those properties potentially at risk to the identified hazards. By understanding the type and number of assets that exist and where they are located in relation to known hazard areas, the relative risk and vulnerability for such assets can be assessed. Three categories of assets were created and assessed through GIS analysis, including:

1. Improved Property: Includes properties with improved property (i.e., structures)

2. Critical Assets: Includes Volusia County's emergency operations centers, fire stations, police stations, schools and hospitals. This was derived from the FEMA HAZUS asset inventory and critical assets identified through the Volusia 2024 VA.

3. Transportation Infrastructure: Includes primary roads and active railroads.

Improved Property

Section 6 Table 1 displays total assessed value of improvements for unincorporated Volusia County and the incorporated areas with improved property.

Section 6: Table 1: Total Value of Improved Properties

JURISDICTION	TOTAL IMPROVED VALUE OF IMPROVED PROPERTIES
Daytona Beach	$11,412,838,706.00
Daytona Beach Shores	$2,643,078,172.00
DeBary	$2,829,659,586.00
De Land	$4,555,243,217.00
Deltona	$8,243,140,783.00
Edgewater	$2,478,786,764.00
Holly Hill	$1,108,379,506.00
Lake Helen	$273,588,377.00
New Smyrna Beach	$7,693,963,655.00
Oak Hill	$232,951,847.00
Orange City	$1,439,235,489.00
Ormond Beach	$6,202,742,902.00
Pierson	$145,434,493.00
Ponce Inlet	$1,426,666,290.00
Port Orange	$6,642,257,338.00
South Daytona	$1,215,618,172.00
Unincorporated	$14,307,435,560.00
TOTAL	**$72,851,020,857.00**

Source: Volusia County Property Appraiser Data (2024)

Critical Assets

Section 6 Table 2 lists Volusia County's critical facilities, as identified by each jurisdiction in Volusia County. A full listing of the critical facilities and their exposure to each hazard included in this vulnerability assessment is in **Appendix E**. This information is not available for public distribution as it contains sensitive information. The critical facilities data is on file with Volusia County Emergency Management.

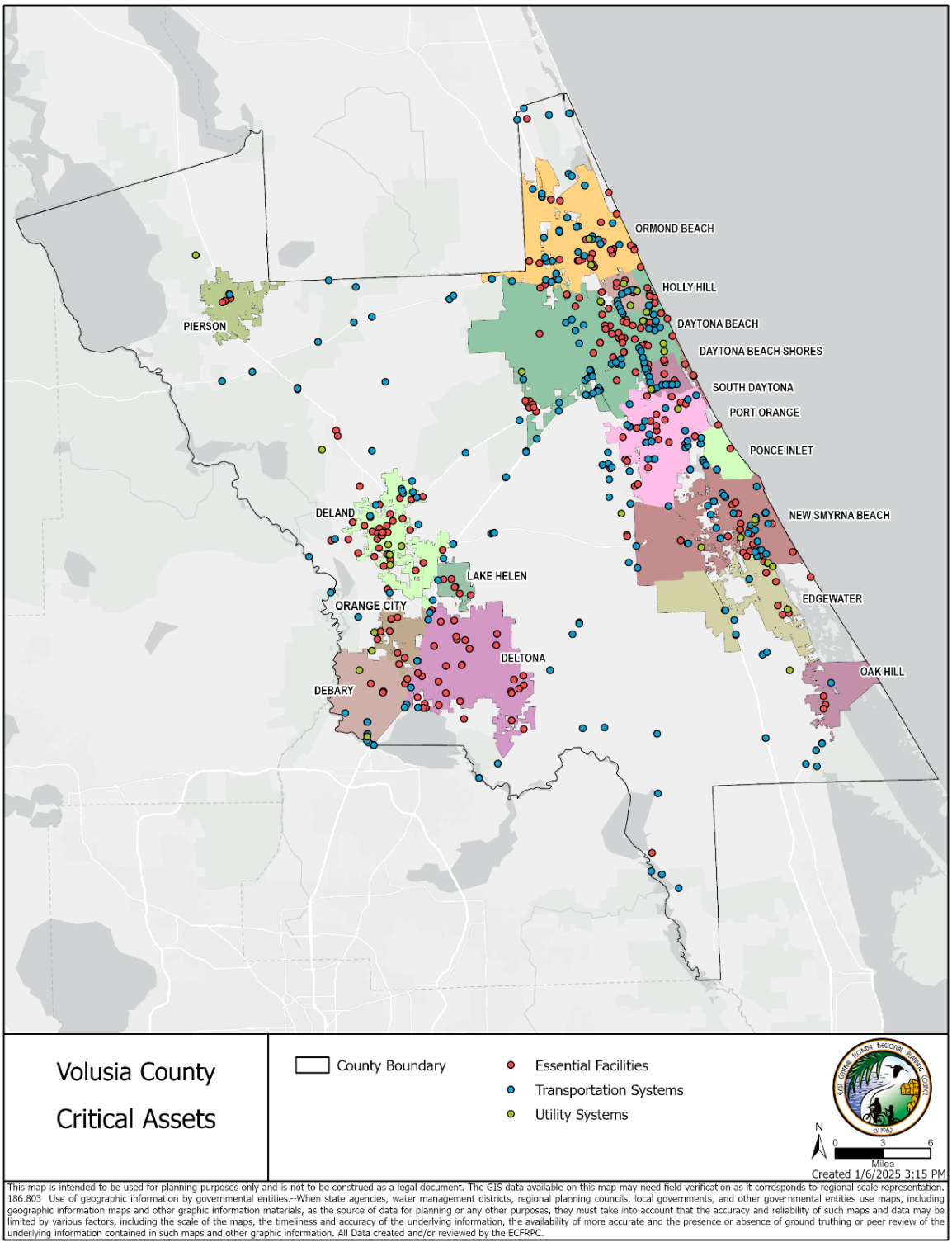
Section 6: Table 2: Number of Critical Facilities

JURISDICTION	Number of Critical Assets
Daytona Beach	74
Daytona Beach Shores	2
DeBary	7
DeLand	47
Deltona	27
Edgewater	14
Holly Hill	10
Lake Helen	6
New Smyrna Beach	28
Oak Hill	4
Orange City	9
Ormond Beach	31
Pierson	4
Ponce Inlet	2
Port Orange	22
South Daytona	6
Unincorporated	578
Multi-Jurisdictional	276
TOTAL	**1,147**

Source: All Jurisdictions (Cities, County), HAZUS

Section 6 Figure 1 illustrates the general locations of the critical facilities and infrastructure according to the current georeferenced point and line locations. Facilities were identified through a combination of jurisdiction-provided data, 2024 Vulnerability Assessments (VA), and HAZUS 7.0 asset inventory.

Section 6: Figure 1: Volusia County Critical Facilities



Source: All Jurisdictions (Cities, County), HAZUS

Transportation Infrastructure

Section 6: Table 3: Transportation Infrastructure

JURISDICTION	Railroad (mi)	Arterial (mi)	Collector (mi)	Interstate (mi)	Local (mi)	Ramp (mi)	Beach Ramp (mi)	Park (mi)
Daytona Beach	4.45	68.4	3.1	4.98	308	6.15	0.92	-
Daytona Beach Shores	-	5.19	1.04	-	5.94	-	0.65	-
DeBary	6.62	8.54	-	0.22	152	0.1	-	1.7
DeLand	0.64	16.94	9.38	-	190.73	0.25	-	-
Deltona	-	21.82	6.58	6.28	451.57	4.53	-	-
Edgewater	4.16	11.58	2.96	1.11	140.82	0.71	-	-
Holly Hill	2.86	6.42	-	-	59.51	-	-	-
Lake Helen	-	0.34	6.17	1.11	31.54	0.62	-	-
New Smyrna Beach	7.77	22.38	3.45	4.7	189.3	1.91	1.58	0.32
Oak Hill	1.2	4.74	1.03	-	25.39	-	-	-
Orange City	-	11.35	0.69	-	70.78	1.14	-	-
Ormond Beach	8.88	22.84	12.68	3.41	236.01	1.29	0.49	-
Pierson	3.07	3.11	3.36	-	27.44	-	-	-
Ponce Inlet	-	-	3.03	-	15.21	-	0.17	0.69
Port Orange	4.97	28.86	1.81	5.79	282.03	1.51	-	0.25
South Daytona	2.75	4.38	1.35	-	53.29	-	-	-
Unincorporated	48.06	188.64	133.22	45.91	1353.43	12.95	0.22	2.17
TOTAL	95.43	425.53	189.85	73.51	3592.99	31.16	4.03	5.13

Source: Volusia County GIS, ECFRPC

6.4 AGRICULTURE

Vulnerability

Agriculture in Volusia County is a sector that encompasses crops, livestock, and environmental resources. This sector is vulnerable to a variety of threats, including infestations, invasive species, and diseases. Infestation or disease in agriculture refers to the significant increase of biological entities such as insects, rodents, bacteria, or viruses in a given area, which can adversely affect crops, threaten human and animal health, damage valuable crops, or lead to the loss of significant environmental resources.

In Volusia County, common agricultural threats include infestations by mosquitoes, citrus greening, southern pine beetle, Florida dampwood termites, rats, and noxious plants like the Brazilian pepper tree. These threats can impact key agricultural crops such as citrus, vegetables, and ornamental plants. For instance, citrus greening, a bacterial disease, severely affects citrus crops, leading to significant economic losses. Similarly, the southern pine beetle can devastate pine forests, impacting timber production, while invasive species like the Brazilian pepper tree can outcompete native plants and disrupt local ecosystems. Livestock in Volusia County, including cattle, poultry, and horses, are also at risk from various diseases. Diseases such as foot-and-mouth disease and avian influenza can spread rapidly, causing substantial harm to livestock and posing a risk to human health. Contaminated water supplies used for irrigation or livestock drinking water can exacerbate these issues, leading to widespread problems for all residents in and near Volusia County.

The overall vulnerability of Volusia County and its jurisdictions to agricultural diseases and pests is low. Although there is not a large percentage of farmland in the county, disease can spread quickly if response is not immediate. The cities of Oak Hill and Pierson and unincorporated parts of Volusia County are most vulnerable to agricultural incidents because this is the largest area of farmland countywide. Climate change may exacerbate agricultural threats via the movement of invasive species. **Section 6: Figure 2** displays the areas of the county with the most vulnerability. The Western and Southern portions of the county are at highest risk.

Impacts

Environmental impacts include ecosystem disruption through the destruction of crops, contamination of soil and water, and displacement of native species by invasive plants. These disruptions can lead to the loss of biodiversity, affecting the region's ecological balance. There are many natural springs located on the west side of the county, such as Green Springs Park and Gemini Springs Park, that attract tourism and protect native species.

On top of having profound ecological impacts, invasive species cost Floridians over $500 million each year; these costs include monitoring, testing, management, eradication, and restoration efforts. Future conditions may exacerbate the concern. Temperature changes, extended growing seasons, and altered rainfall patterns can support the spread of organisms into new territories. Additionally, as climate zones shift, the natural predators of pests might not migrate at the same rate, potentially leading to an imbalance where pest populations can grow unchecked. The probability of invasive species continuing to impact Volusia County is considered likely, occurring once a year or more. The economic impact of agricultural infestations and diseases in Volusia County can be profound, especially for the South and Western parts of

the county where there is a significant agriculture presence. Financial losses can result from crop destruction, decreased yields, and the costs associated with pest control and disease management. This is particularly relevant for Enterprise and Pierson.

Public health, especially of residents living in proximity to agriculture, is another critical area affected by agricultural threats. Additionally, vector-borne diseases spread by pests like mosquitoes, such as West Nile virus, dengue fever, and Zika virus, pose direct health risks to the public.

Responders dealing with agricultural infestations or disease outbreaks face health risks if exposed to harmful organisms or chemicals. Ensuring the safety of responders requires robust safety protocols, including the use of personal protective equipment (PPE) and decontamination procedures. Despite these risks, the continuity of operations in most sectors is unlikely to be significantly impacted by agricultural infestations or diseases. Essential services and functions can generally continue with minimal interruption. However, ensuring the continuity of operations for emergency response agencies is critical to effectively managing these threats.

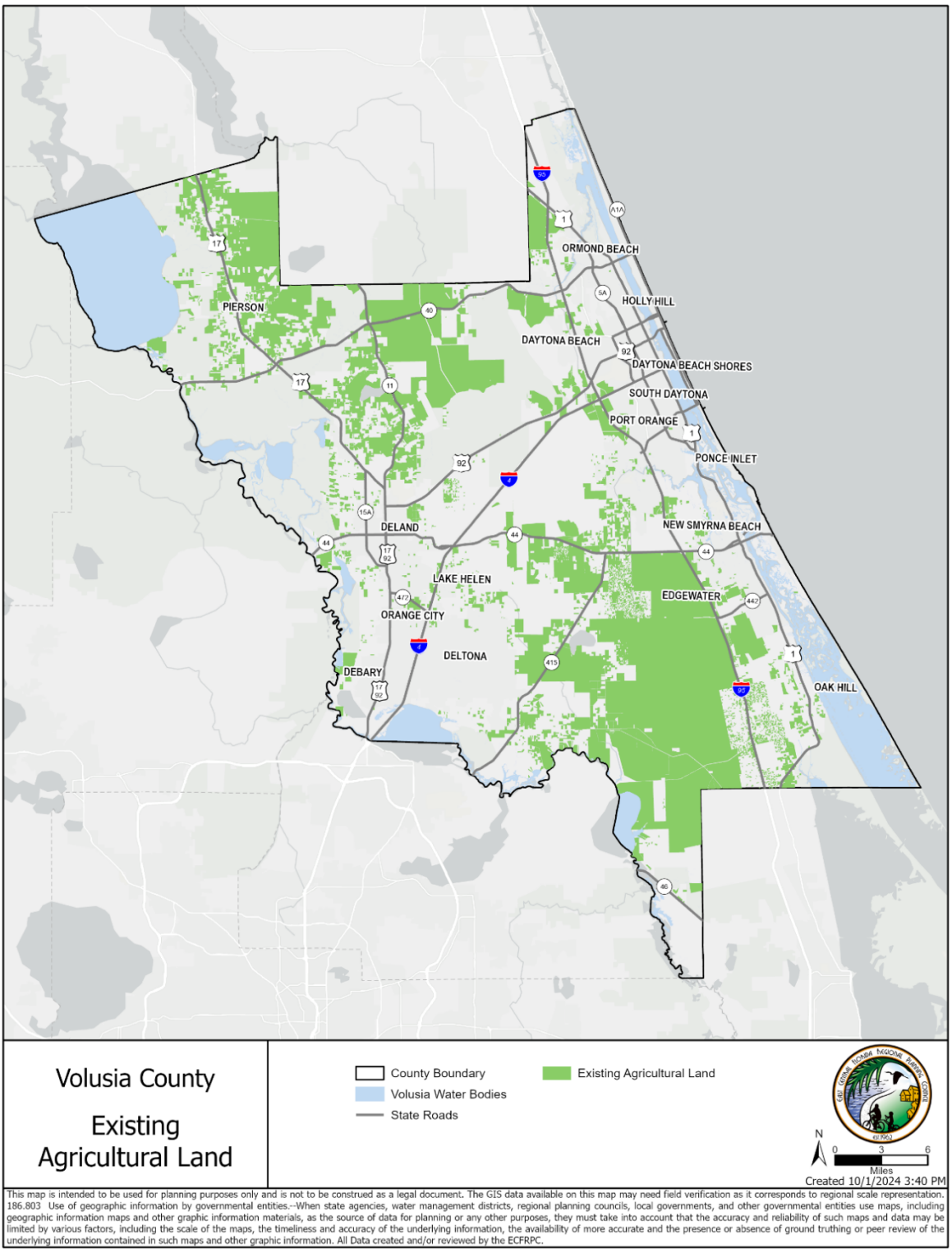
Agricultural infestations and diseases are also unlikely to directly impact property, facilities, or infrastructure in urbanized areas of the county. The primary effects are concentrated on the agricultural lands. To mitigate these risks, it is essential to implement robust surveillance systems to detect and respond to biological threats quickly. Regular monitoring of crops, livestock, and the environment for signs of infestation or diseases is crucial. Education and training programs for farmers, agricultural workers, and first responders are necessary to ensure they can recognize and respond to agricultural threats effectively.

Clear communication channels between local, state, and federal agencies are vital for a coordinated response. This includes mutual aid agreements and support from the Florida Division of Emergency Management (FDEM). Emergency preparedness plans should be developed and regularly updated to include specific protocols for addressing agricultural infestations and diseases, covering containment, decontamination, and recovery processes.

Investing in research to develop resilient crop varieties and livestock breeds that are less susceptible to diseases is also important. Promoting the development of rapid detection technologies for pests and pathogens can enhance the county's ability to respond to agricultural threats. Every jurisdiction must integrate pest management (IPM) practices that can control pest populations using environmentally sustainable methods, such as biological control, habitat manipulation, and resistant crop varieties.

In conclusion, while Volusia County's agricultural sector faces low risks from infestations, invasive species, and diseases, proactive measures can significantly reduce these risks and mitigate their impacts. By enhancing surveillance, improving coordination, and investing in education and research, the county can better protect its agricultural assets and ensure food security. Comprehensive planning and preparedness efforts can minimize the overall public health, environmental, and economic impacts of agricultural threats. Existing land use was derived from parcel data provided by Volusia County GIS as seen in **Section 6 Figure 2**.

Section 6: Figure 2: Existing Agricultural Land in Volusia County



Source: Volusia County Property Appraiser, ECFRPC

6.5 COASTAL EROSION

Vulnerability

Coastal erosion is a significant concern for Volusia County, with all coastal areas prone to this natural process. Nearly half of the county's 47 miles of shoreline are considered critically eroded. While the population is not explicitly threatened by coastal erosion, the economic impact on beachfront properties can be substantial. Coastal erosion is typically measured as the annual shoreline change for a given beach cross-section over a long period.

Coastal erosion poses a considerable threat to beachfront properties within five jurisdictions of the county, as well as unincorporated areas. More than 5,000 properties are at direct risk, representing over $800 million in property value. Properties at the highest risk are those with low elevations, as wave action and dune degradation can compromise the integrity of the lot foundation. Properties with lower foundations, or those not elevated above the base flood elevation, are at higher risk for water damage, loss of personal property, electrical damage, structural collapse, and, in rare instances, loss of life.

Daytona Beach Shores and New Smyrna Beach are particularly vulnerable to coastal erosion due to their extensive shoreline properties. Additionally, storm surge presents a unique financial challenge, as beachfront properties are typically high value. Volusia County has engaged in beach renourishment activities and hardening shorelines with gray infrastructure, such as seawalls, and green infrastructure, such as living shorelines. Continued development along the shorelines and storm surges increasing in intensity and frequency contribute to the vulnerability of the coastal cities in Volusia County.

Impacts

The county's Lifeguard Headquarters and Administration Building, located on the beach in Daytona Beach, provides public safety and lifeguard services to the entire beach area. The Ponce Inlet Lighthouse, another significant site, has undergone extensive work by the U.S. Army Corps of Engineers to re-nourish the sand and install rock jetties to protect the area.

There are two piers with restaurants vulnerable to storm surge, including Joe’s Crab Shack on the Main Street Pier, which is a major tourist attraction in Daytona Beach’s Boardwalk Entertainment Area. The entire shoreline, along with condominiums, residential homes, businesses, and restaurants, can be susceptible to coastal erosion depending on the strength and direction of storms. The North Peninsula State Recreation Area in Ormond-By-The-Sea and the A1A roadway in that area are at higher risk than other county areas, although it remains mostly undeveloped.

Coastal erosion can be a consequence of tropical storms, hurricanes, and nor'easters. Homes and structures built along the coastline may be damaged or even destroyed during these events, with protective dunes potentially obliterated. All property along the coast of Volusia County is at risk, with private property in some areas losing inches or feet of beach each year. Coastal erosion has caused over $400 million in damage.

The environment is highly vulnerable to coastal erosion. Erosion can occur via wind or water, leading to sedimentation in waterways, loss of habitat for coastal ecosystems, and changes in coastal geomorphology. Protective dunes on the shore may be reduced or washed away in hurricanes and high surf, further exacerbating erosion issues.

Although coastal erosion does not directly threaten program operations, as the Volusia County Emergency Operations Center is located 20 miles inland, the public faces numerous consequences. Coastal erosion affects many public beaches in Volusia County, leading to the loss of recreational areas and potential destruction of private property and homes. In some rare cases, homes and businesses may fall into the ocean.

Responders are not directly impacted by coastal erosion, and the Volusia County Emergency Management Division will not face issues in continuing operations and delivering services due to this hazard. However, properties, facilities, and infrastructure along the coastline may be affected. Homes can collapse into the ocean, and critical utilities and roadways may be compromised if beaches erode, and water inundates their systems.

The consequences for the environment from coastal erosion are severe. Erosion by wind or water can deplete coastal ecosystems, reduce protective dunes, and cause sand and soil to enter water and sewer systems, leading to public and environmental issues. Coastal erosion is costly, with beach nourishment expenses averaging around $2.00 per cubic yard, placing a financial burden on local economies.
Despite these challenges, public confidence in government should not be significantly impacted by coastal erosion, as rapidly eroding beaches remain a high priority for nourishment efforts.

Coastal erosion also impacts tax revenue as some residents may choose to move away or cannot afford to fix a property after a storm. This can lead to condemned buildings that are unsightly and unsafe.

Section 6 Table 4 provides the number of people and number and value of improved properties that are susceptible to coastal erosion. Coastal erosion is very likely to continue impacting the coastal areas of Volusia County. Jurisdictions with critically eroded beaches in Volusia County actively participate in the federal beach nourishment program.

Section 6: Table 4: Total Exposure from Coastal Erosion for Ocean Shorelines & Lagoons

JURISDICTION	AT-RISK AREAS (within 250 feet of shoreline)		
	Total Number of Properties at Risk	Total Improved Value of Buildings at Risk	Total County Taxable Value
Daytona Beach	3914	$1,573,304,260.00	$1,137,404,025.00
Daytona Beach Shores	522	$317,920,506.00	$263,536,865.00
Edgewater	318	$351,929,936.00	$224,619,720.00
Holly Hill	647	$255,000,654.00	$200,624,664.00
New Smyrna Beach	3947	$2,905,660,684.00	$2,029,296,261.00
Oak Hill	391	$164,494,791.00	$92,141,021.00
Ormond Beach	1362	$1,303,941,624.00	$953,112,793.00
Ponce Inlet	615	$368,335,931.00	$255,695,564.00
Port Orange	777	$377,236,994.00	$230,213,454.00
South Daytona	439	$196,332,861.00	$140,465,685.00
Unincorporated	5080	$2,701,737,784.00	$1,903,028,923.00

Sources: Volusia County Property Appraiser Data (2024), Florida Fish and Wildlife, ECFRPC

6.6 DROUGHT

Vulnerability

Volusia County and its jurisdictions are uniformly vulnerable to drought and overall vulnerability to drought is high. During the dry months of the year, drought can cause serious consequences and have compounding effects. Tactics such as water usage restrictions are implemented to save water. Extreme temperature events are increasing in frequency and intensity deepening vulnerabilities. Volusia County and its jurisdictions have continued to increase in population and the continuous growth is expected to worsen residents' vulnerabilities the water shortages.

Impacts

Typically associated with crop damage rather than damage to the built environment, droughts can have significant secondary effects. Historical data indicate that drought conditions have led to wildfires in the years 1985, 1988, 1998, and 2009. These conditions can impact the Florida Aquifer, affecting the water supply for Volusia County residents, many of whom rely on personal wells or the county's public water supply, which is also drawn from wells.

Drought can lead to substantial crop loss, livestock reductions, and disruption of fish habitats. Furthermore, it is often associated with an increased wildfire threat, placing both human and wildlife populations at heightened risk. The environment is at risk from drought. Vegetation and sensitive ecosystems can suffer without adequate water, and stream flows may be reduced, impacting riparian and riverine ecosystems. Reduced lake and canal depths can impact boating traffic and access to certain waterways, diminishing property values in these locations. Notably, the Lake Beresford area in DeLand, which attracts tourists for fishing and houseboat rentals, could suffer from severe drought conditions. The St. John's River, which runs from south to north, can also be affected by droughts occurring as far south as Lake Okeechobee.

Although droughts do not directly affect the building stock within the county, they can cause numerous indirect losses to personal property and critical facilities. For instance, agricultural areas, especially in the northwest part of the county including the Town of Pierson, are particularly vulnerable. Losses within the agricultural industry can have a cascading effect on local businesses, such as those selling tools or heavy machinery, resulting in indirect financial losses. Consequently, residents may lose jobs, leading to a net economic loss for the county. Therefore, the most significant losses from drought are financial rather than physical, unlike other hazards.

The secondary physical impact of drought is the potential for sinkholes. Both excess rainfall (flooding) and drought conditions can negatively affect Florida's limestone bedrock. Thus, sinkholes represent a primary physical risk to the county's building stock due to drought conditions. The western portion of the county is particularly vulnerable to this because sinkholes happen more commonly than the eastern side of the county. Droughts can also result in increased wildfire activity. For instance, the 1998 drought directly contributed to wildfires that burned over 163,000 acres. Drought can significantly impact the county's economy, with the agricultural and natural resources industries contributing $781 million annually. An extended period of drought could seriously harm this sector.

Public confidence in government is unlikely to be significantly affected by a drought occurrence, as these are common occurrences in Florida. Insurance and assistance programs are widely available to farmers.

The public may not always experience direct consequences of drought. Agriculture is the sector most directly impacted, potentially affecting the food supply. Government-imposed water restrictions could affect residential lawns and gardens.

Overall, program operations are not impacted by drought conditions. Responders are generally not impacted by drought, although caution and adequate hydration are necessary during extreme heat. Historically, the Volusia County Emergency Management Division has not faced issues continuing operations and delivering services during droughts events.

While homes, businesses, critical facilities, and infrastructure are generally not significantly impacted by drought and extreme heat, certain hydrologic processes, such as irrigation capacities and tourism-related activities (e.g., lakes and golf courses), can be affected. The St. Johns River Water Management District may restrict lawn irrigation, impacting residences and golf courses. Additionally, wells may reach dangerously low levels.

People are at risk from drought due to its negative effects on agriculture and livestock, which impacts food supplies. Farmers are the most directly affected by drought. Property may be at high risk from drought under extreme circumstances. Extended drought periods can significantly impact agricultural products and farmlands, particularly the fern industry in Volusia County, which experienced droughts in 1981, 1985, 1998, 1999, and 2000.

6.7 EXTREME TEMPERATURE

Vulnerability

Overall vulnerability to extreme temperature is medium in Volusia County and its jurisdictions. While property is unlikely to be affected by extreme temperature conditions, unhoused populations are highly vulnerable to extreme heat with approximately 700 unhoused citizens between Flagler and Volusia counties on any given day as of 2024[1]. Extreme temperatures can also pose greater vulnerabilities on outside workers, the elderly, and infant populations. Extreme temperatures would make all of Volusia County and its jurisdictions equally vulnerable.

Agricultural areas are the most vulnerable areas to extreme temperatures. However, damage to critical facilities, businesses and homes can occur as a result of these events. Annualized losses for these events are very hard to measure. Existing fauna and animals are also vulnerable to extreme temperatures with the possibility of migration or fatalities.

Impacts

Extreme temperatures have significant impacts when they occur. Winter storms can range from moderate snow over a few hours to blizzard conditions lasting several days. Ice storms, which occur when moisture falls and freezes upon impact, can cause widespread power outages, bring down trees, damage property, and result in fatalities and injuries. Extreme heat events are more common and pose significant challenges to Volusia County. Extreme heat is defined as temperatures that hover 9 degrees or more above the average high temperature of 90°F for the region and last for three or more consecutive days. These events can lead to widespread impacts:

All existing and future buildings, facilities, and populations in Volusia County are considered to be exposed to extreme temperature. The potential impacts include:

- **Public Risks:** All populations of Volusia County are vulnerable to extreme temperatures. Hypothermia and frostbite or heat illness are significant concerns, especially for vulnerable populations such as the elderly, young children, and the unhoused. Power outages can lead to HVAC failures, increasing the risk of illnesses. Heat exhaustion and heatstroke are serious health concerns, particularly for the elderly, children, outdoor workers, and those with pre-existing health conditions. Increased electricity demand for air conditioning can strain the power grid and lead to outages, leaving residents without cooling during the hottest periods. There is a growing concern for the unhoused population and extreme heat as climate change continues to impact frequency of events.
- **Responders' Risks:** Icy conditions can hinder emergency response, delaying response times. First responders must be prepared for the cold and heat to ensure they have the necessary equipment to operate safely. First responders must take precautions during extreme heat events to avoid heat-related illnesses. Ensuring adequate hydration and monitoring for signs of heat exhaustion and heatstroke are critical.
- **Property and Infrastructure:** Ice can accumulate on power lines, leading to outages that affect homes, businesses, and critical facilities. Burst pipes due to freezing temperatures can lead to

[1] https://www.vfcch.org/#:~:text=There%20are%20over%20600%2C000%20people,in%20Volusia%20and%20Flagler%20Counties.

significant water damage. Winter storms tend to affect transportation infrastructure (such as bridges and boat traffic) in addition to power sources. Consecutive high heat days may overload the electrical grid, also leading to power outages. Prolonged high temperatures can cause roads and bridges to expand and crack, leading to maintenance challenges. Power lines and transformers are also more likely to fail under high demand and heat stress.

- **Environmental Impact:** Wildlife may struggle to find food and shelter, and plants not adapted to extreme temperatures may be damaged or killed. Water bodies can warm, leading to reduced oxygen levels that harm aquatic life. Vegetation can suffer from heat stress, leading to reduced crop yields and increased wildfire risk.
- **Economic Impact:** Agricultural areas, particularly the Town of Pierson known as the "Fern Capital of the World," are vulnerable to severe financial losses. Transportation infrastructure, such as bridges and boat traffic, can also be affected, impacting the economy further. Moreover, areas heavy with agriculture could be at greater risk from an economic perspective, as these land uses can incur heavy losses during extreme temperatures. Extreme heat is associated with drought, thus can severely impact the agricultural sector. The annual economic impact of Volusia County's agriculture and natural resources industries is $781 million. An extended period of heat could seriously impact this.

Consequences for the public from extreme temperatures are the potential loss of power, with the unhoused population being the most affected. Shelters may need to be opened during these events. Public confidence in government is likely to remain stable during such events as they are rare in the county.

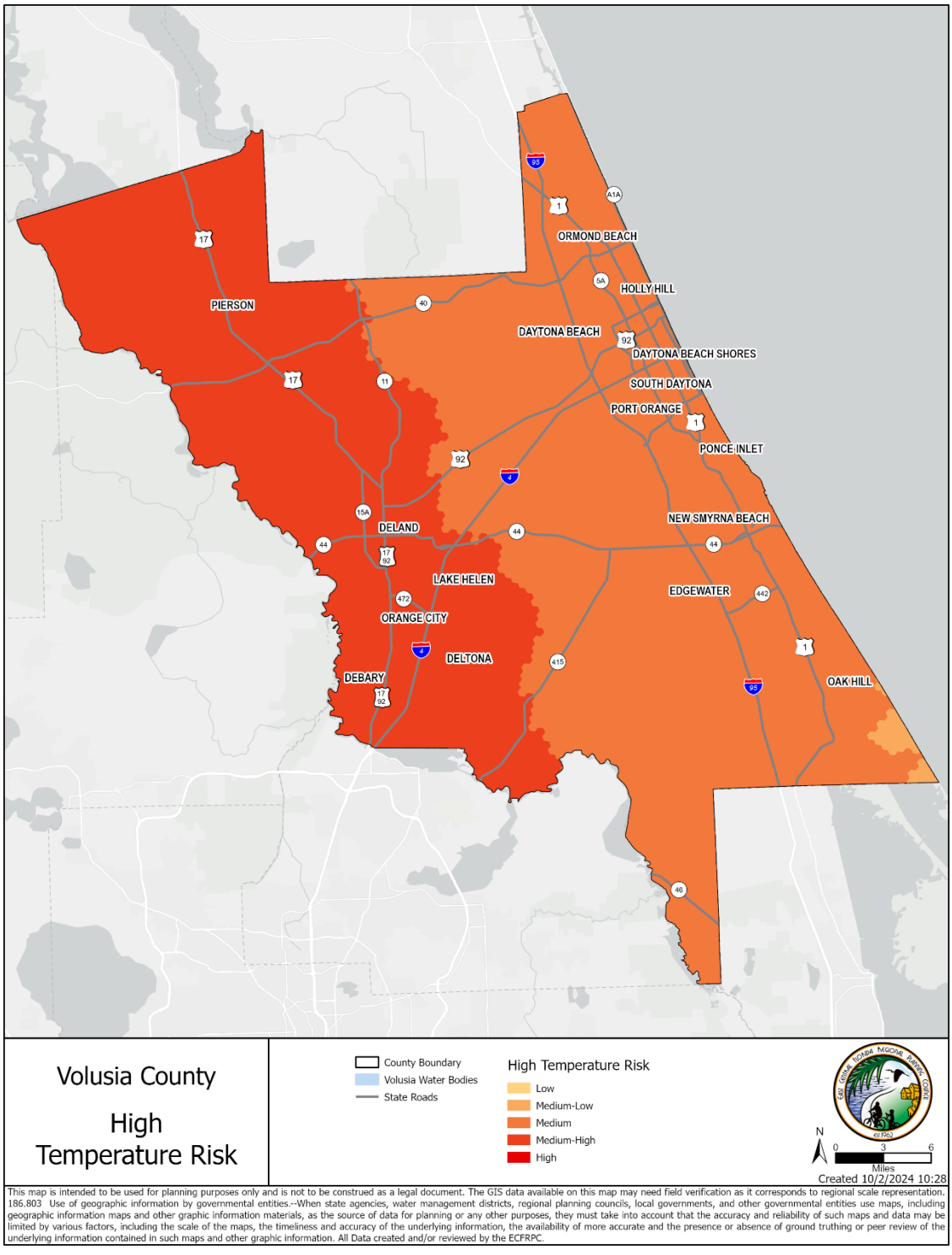
Responders are not expected to be adversely impacted due to the limited duration of extreme temperatures in Volusia County. Government operations are expected to continue during these events, with Volusia County Emergency Management maintaining operations through redundant power, IT, and communication systems.

Consequences of extreme heat on the public are not always direct but include impacts on agriculture and the food supply. Water restrictions may be implemented, affecting residential lawns and gardens.
Responders must exercise caution in extreme heat, ensuring adequate hydration. Historically, Volusia County Emergency Management has not faced significant issues in continuing operations during extreme heat events. Program operations are expected to continue without significant disruptions.

The data used for the extreme high temperature risk map in **Section 6 Figure 3** was derived from the ECFRPC's Resilience Collaborative Risk Assessment. Dr. Christopher Emrich from the University of Central Florida developed this data through the VMAP platform.

Overall, extreme heat poses a more consistent threat to Volusia County compared to extreme cold. While extreme cold events are rare, they can cause significant disruption and damage when they occur. Extreme heat is more common and presents ongoing challenges to public health, infrastructure, and the environment. Both types of extreme temperatures require effective preparedness and response plans to mitigate the impacts on the county's residents, infrastructure, and natural resources.

Section 6: Figure 3: Extreme Heat Risk in Volusia County[2]



[2] https://www.hazardrisk.org/

6.8 FLOOD

Vulnerability

Flooding is one of the most destructive and costly natural hazards, not only in Volusia County but across the United States. FEMA identifies flooding as the most expensive natural hazard in terms of damage, with long-term psychological and economic impacts for affected communities. While all 50 states are at risk for flooding, Volusia County faces unique vulnerabilities due to its geography, environmental systems, and population distribution.

The overall vulnerability to floods in Volusia County and its jurisdictions are high. With several large bodies of water in the county and municipalities including Lake Monroe, Indian River Lagoon, Tomoka River, Halifax River, and the St. John's River; the community is very vulnerable to flooding. Enforcing floodway restrictions and building codes reduces vulnerability; however, with heavy rains caused by severe weather and tropical cyclones, flooding is possible in any jurisdiction of the county.

Flooding in Volusia County typically results from prolonged rainfall, storm surges, or overflow from rivers and streams. Although flash flooding, characterized by rapidly rising water, does not occur in the county, localized flooding can cause significant damage and disruption. An inch of water in a home can cause extensive property damage and standard homeowner's or renter's insurance policies do not cover flood-related losses, making homeowners vulnerable. A separate National Flood Insurance Program (NFIP) policy must be purchased to provide coverage. Unfortunately, many residents without flood insurance may receive little to no assistance in repairing their homes and property following a flood event. The frequency of flooding events has continued to increase and each year the recovery costs rise.

Properties most vulnerable to flooding damage are those with the lowest elevations. While a flood zone can envelop properties at a specified range of elevations, the variability in the elevations within those zones make certain buildings more prone to flooding damage than others. Additionally, structures that are located below the roadway system adjacent to the building (without a bio-swale buffer) are at extreme risk for flooding, as transportation networks are among the first areas to become inundated in a flood situation.

Many critical facilities are located within the 100-year floodplain. Adverse to the results when analyzing properties within each zone on a county level, the majority of critical facilities that are located within a flood zone in Volusia County are located within Flood Zone 'A'. A majority of the critical facility structures located within the 100-year floodplain are located in Volusia County's beach side communities. These include fire stations in New Smyrna Beach, Ponce Inlet, Daytona Beach Shores, Daytona Beach and Ormond Beach. There are hospitals at risk in low lying areas in Orange City and DeLand. Maytown Road in Oak Hill to Osteen/Enterprise is not an evacuation route because of repeated flooding. It is recommended that the County and all jurisdictions within the county enact policies to limit or disallow future development within the 100-year floodplain.

To assess flood risk, a GIS-based analysis was used to estimate exposure to flood events using FEMA's preliminary Digital Flood Insurance Rate Map (DFIRM) data in combination with local tax assessor records. The determination of assessed value at-risk (exposure) was calculated using GIS analysis by summing the total assessed building values for improved properties that were confirmed to be located

within an identified Zone A/AE (100-year floodplain), Zone VE (100-year coastal flood zone, associated with wave action), and Zone X (500-year floodplain). This analysis is parent parcel data. It is recommended that the flood analyses be revised once new flood maps are available. Flooding can impact all populations, primarily those who live, work or recreate anywhere within the county. Flooding can also cause property loss to structures located within the 100-year floodplain.

Section 6 Table 5 lists the number of properties that are in both 100-year (A/AE) flood zone and 500 (X) flood zone, and the total value of the properties in the zones. This includes the entire property, although only a portion of the property may be located within the flood zone. The table corresponds with **Section 6 Figure 5**, which depicts all flood hazard zones. For a listing and generalized map of all Repetitive Loss Properties within the County and its 16 jurisdictions, please reference the 2025 Floodplain Management Plan. The table below summarizes types of flooding advisories.

Section 6: Figure 4: National Weather Service Alerts

Alert	Criteria
Flood Watch	Atmospheric conditions over a large area, varying in size from multiple counties to multiple states, support the development of heavy rain and/or thunderstorms that are capable of producing flooding. A flood watch implies a longer period of relatively lighter rains, adding up to a large amount of rain. Longer-term flooding implies a slower or steadier rise in the water levels of creeks, streams and larger rivers. Roads can also become flooded, but it is usually more gradual, allowing motorists to monitor conditions more closely.
Flood Warning	A Flood Warning is issued by the National Weather Service when heavy rain has been occurring, and flooding is either occurring or will occur within a specified time, usually within 60 minutes.
Flash Flood Watch	Implies a shorter period of heavier rain. Generally, if flooding is expected within six hours of the onset of rain, a Flash Flood Watch is most appropriate. Flash flooding by definition suggests rapidly rising water, such as a surge of water heading rapidly downstream in a creek or small river. It could also be rapidly rising water on roadways, which can cause motorists to become stranded in vehicles, or even worse, washed into creeks and small rivers due to rapid runoff.
Flash Flood Warning	Atmospheric conditions over a large area, varying in size from multiple counties to multiple states, support the development of heavy rain and/or thunderstorms that are capable of producing flash flooding: A Flash Flood Warning is issued by the National Weather Service when heavy rain has been occurring, and flash flooding is either occurring or will occur within a specified time, usually within 60 minutes.
Urban and Small Stream Advisory	Flooding of small streams, streets and low-lying areas, such as railroad underpasses and urban storm drains is occurring.

Source: National Weather Service

Impacts

Flooding can devastate homes and businesses, washing away entire structures or causing irreparable damage. Roads and bridges may be washed out, limiting access to essential services and isolating communities. In some cases, flooding is a secondary hazard following a hurricane or tropical storm. Critical infrastructure, including utilities, emergency response facilities, and government buildings, is also at risk.

Structural damage because of flooding can result in a loss of electricity, which can cause communication problems throughout the county. Moreover, physical damage due to water can result in the loss of personal property (for business owners and homeowners), while heavy, often expensive equipment located within critical facilities can be damaged.

The Volusia County Emergency Operations Center is not located within an SFHA, but access roads and surrounding areas may be impacted by severe flooding. During extreme flood events, access to the EOC could become difficult. Contingency plans, such as the use of Volusia County Sheriff's Office helicopter assets or all-terrain vehicles, are in place to maintain operations.

Flooding poses a significant risk to Volusia County's sensitive ecosystems. Riverbed erosion caused by floodwaters introduces sediments into waterways, potentially clogging stormwater systems and affecting water quality downstream. Floods can also carry hazardous materials and pollutants into rivers and streams, damaging aquatic habitats and riparian ecosystems. Additionally, nutrient-rich runoff, such as water released from Lake Okeechobee into the Intracoastal Waterway, can lead to algal blooms and oxygen depletion in rivers, causing fish die-offs. Although historical data on environmental impacts specific to Volusia County is limited, these events highlight the need for proactive monitoring and mitigation efforts.

The consequences of flooding on the public can be severe. Floodwater can trap individuals in vehicles or homes, leading to injuries or fatalities. Recovery from a flood is often costly and time-consuming, taking weeks, months, or even years for individuals and communities to fully recover. For uninsured residents, the financial burden can be insurmountable.

Economically, flooding disrupts transportation, agriculture, business continuity, and government services. Agricultural areas, a key component of Volusia County's economy, are particularly vulnerable to flood damage. Historical data shows that between 1994 and 2009, 11 major flood events caused over $100 million in damage in the county. The frequency of flooding events has continued to increase and each year the recovery costs rise.

Responders face significant challenges during flood events, including swift water rescues and navigating damaged or obstructed infrastructure. For instance, during Tropical Storm Fay, responders conducted numerous water rescues, highlighting the risks to both citizens and emergency personnel. Despite these challenges, the VCEM has historically remained operational during flood events. Mutual aid agreements, including the Emergency Management Assistance Compact (EMAC), allow Volusia County to request additional resources and support during significant incidents.

To reduce the impact of flooding and maintain public confidence, Volusia County has implemented several education and mitigation initiatives. In collaboration with FEMA, NOAA, USACE, FDEM, ECFRPC, and the Florida Department of Insurance, the county provides residents with information on flood risks and the importance of flood insurance. During the NFIP mapping process, public outreach efforts invited residents to learn about flood vulnerabilities and mitigation options.

Volusia County Emergency Management has distributed over 5,000 NOAA weather radios to mobile home residents and created social media campaigns to disseminate critical information during flood events. The county has also developed an app.

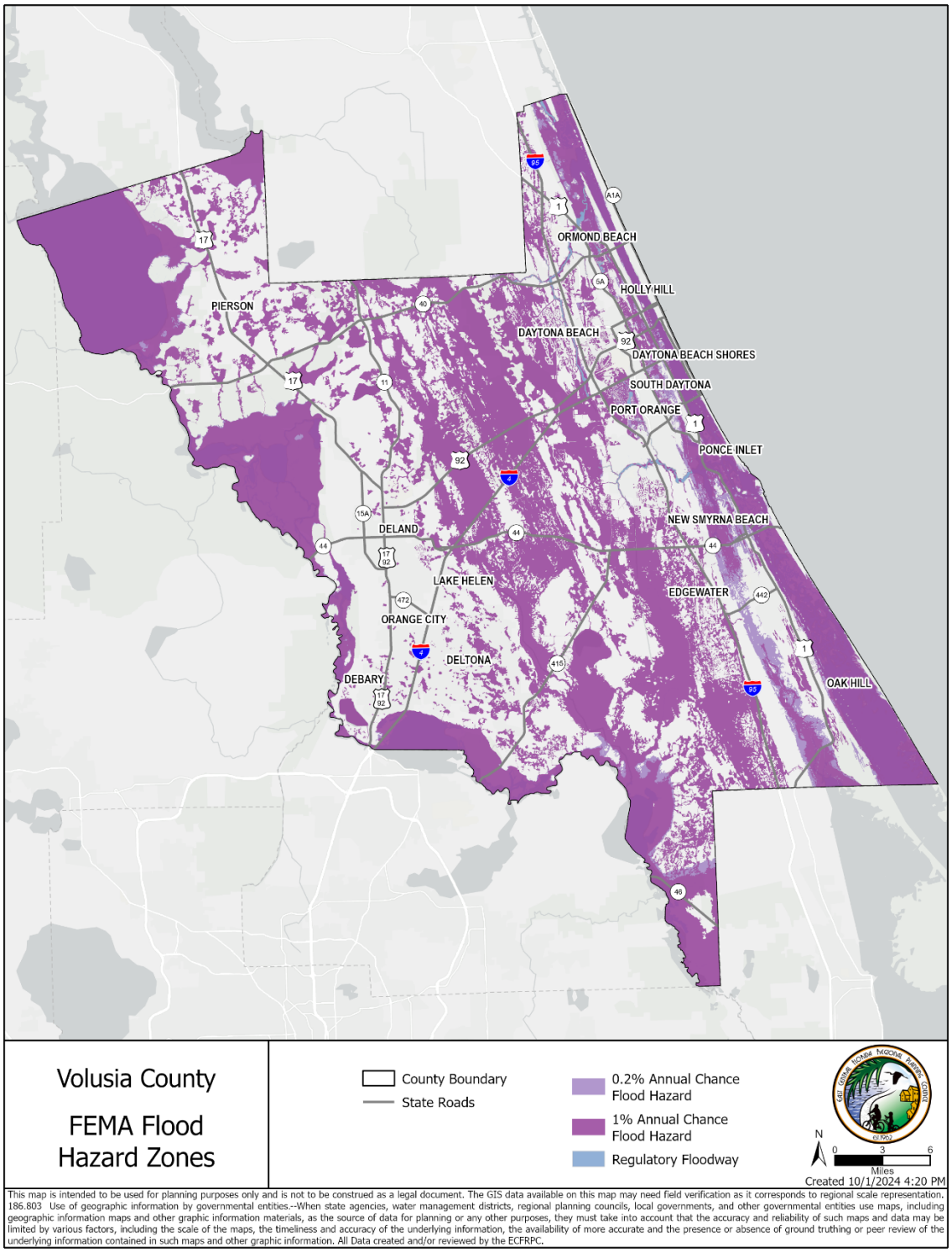
Mitigation activities, combined with education and public awareness campaigns, play a crucial role in reducing the financial and social burden of flooding while fostering community resilience. These efforts ensure that residents and businesses are better prepared to recover quickly and effectively after a flood event.

Section 6: Table 5: Property Exposure to Flood Hazard Zones

Jurisdiction	Number of Properties	Total Improved Value	County Taxable Value
Daytona Beach	1,3847	$6,658,435,543	$4,082,706,747
Daytona Beach Shores	507	$437,389,147	$373,912,678
DeBary	1,387	$590,820,327	$340,103,975
DeLand	369	$234,887,960	$120,198,104
Deltona	5,522	$1,545,648,555	$668,644,860
Edgewater	1,564	$690,712,173	$417,012,709
Holly Hill	87	$18,630,680	$14,443,385
Lake Helen	3,160	$755,792,246	$502,823,799
New Smyrna Beach	288	$78,324,628	$36,649,988
Oak Hill	1,0556	$5,286,195,924	$3,238,539,783
Orange City	891	$268,013,123	$143,174,110
Ormond Beach	74	$254,676,169	$131,349,031
Pierson	5093	$2,993,289,460	$2,032,959,092
Ponce Inlet	163	$37,715,903	$17,576,761
Port Orange	1083	$683,896,424	$450,947,795
South Daytona	8567	$3,029,147,801	$1,859,130,800
Unincorporated	4,311	$1,285,011,052	$765,792,886
TOTAL	**90,902**	**$32,439,380,871**	**$18,975,905,505**

Source: EFCRPC, FEMA, Volusia County Property Appraiser

Section 6: Figure 5: Flood Zones in Volusia County



Source: FEMA

6.10 PUBLIC HEALTH EMERGENCIES

Vulnerability

Public health emergencies encompass a range of incidents, including disease outbreaks, pandemics, and mass casualty events that place extraordinary strain on healthcare systems. These emergencies may arise from natural causes, accidental exposure, or intentional acts, such as bioterrorism. Under Section 319 of the Public Health Service Act (42 U.S.C. § 319), the Secretary of the Department of Health and Human Services (HHS) has the authority to declare a public health emergency, which often prompts hospitals and other healthcare providers to exceed their normal operating capacities.

Volusia County's overall vulnerability to public health emergencies is medium. The people of Volusia County are highly vulnerable to the spread of disease due to the population size and proximity to tourist hotspots with travelers from all over the country and the world. All jurisdictions in the county are similarly vulnerable.

All residents of Volusia County are potentially vulnerable to public health emergencies, though the severity of impact often varies across demographic groups. Particularly at risk are the very young and the elderly, whose immune systems are more susceptible to illness. Volusia County has previously experienced isolated cases of imported malaria and West Nile virus (WNV) encephalitis, though WNV is asymptomatic in 80% of cases. Recent outbreaks of dengue fever (DEN-1) in nearby Martin County underscore the potential for emerging infectious diseases to pose a future threat. Communities with high density are more likely to spread illnesses faster, such as Daytona Beach and Deltona.

Impacts

Although public health emergencies primarily impact human health, agriculture could serve as the source of an outbreak in rare cases, such as with foodborne illnesses or zoonotic diseases transmitted from livestock to humans. The residents with the highest risk for this type of transmission are those in agricultural parts of the county. See Agriculture for further details on vulnerable locations. However, property and infrastructure are not directly at risk in these scenarios.

The environment is unlikely to be directly affected by most public health emergencies, except in cases of bioterrorism or hazardous materials (HAZMAT) incidents, where contamination could impact air, soil, or water quality. For further details on these scenarios, see the HAZMAT/Terrorism sections of this report.

Public health emergencies can disrupt program operations, especially if key personnel become ill or are otherwise unavailable. Historically, Volusia County's Emergency Operations Center has not experienced significant operational disruptions due to public health emergencies. However, in the event of a widespread outbreak or pandemic, reduced staffing levels may necessitate virtual communications or remote work for some personnel. In extreme cases, the county may rely on support from neighboring jurisdictions through the Emergency Management Assistance Compact.

If the primary Volusia County Emergency Operation Center becomes contaminated, operations may shift to an alternate location to maintain continuity. Detailed contingency plans are outlined in the Volusia County Emergency Management (VCEM) Continuity of Operations Plan (COOP).

The consequences of public health emergencies for residents can range from temporary illness to long-term health issues or death, depending on the nature and scale of the event. Overwhelmed healthcare facilities may lead to crowded hospitals, long wait times for treatment, and limited availability of medications or vaccines.

Emergency responders are also at risk during public health emergencies, as they may be exposed to contagious diseases or hazardous substances. To protect themselves, responders may need vaccinations, protective equipment, and training to safely navigate these incidents.

A widespread public health emergency could have significant economic repercussions for Volusia County. High infection rates may reduce workforce availability, leading to interruptions in business operations and consumer spending. Early detection, vaccination programs, and public health interventions are critical for minimizing these economic disruptions. Tourism activities could also be slowed or halted, disrupting the entire county.

Maintaining public confidence in governance is a key component of managing a public health emergency. The Volusia County Health Department plays a vital role in monitoring air and water quality, tracking emerging infectious diseases, and providing educational resources to residents. The department also coordinates hospital preparedness programs and healthcare coalitions to ensure a robust response to public health threats. Through its transparency and preparedness efforts, including online resources and public outreach campaigns, VCHD demonstrates its capacity to protect public health. This proactive approach minimizes the potential for a loss of public confidence during a crisis.

6.11 RISING COASTAL WATERS

Vulnerability

Rising coastal water is a significant hazard for Volusia County, encompassing storm surge, sea level rise, and tsunamis. This combination of immediate, catastrophic threats and long-term challenges has the potential to impact on the county's population, property, environment, economy, and government operations. The risks are particularly acute in coastal and low-lying areas near the Atlantic Ocean, Indian River Lagoon, Halifax River, St. Johns River, and other water-adjacent regions.

The municipalities most at risk are displayed in **Section 6 Table 6** and **Figure 6.** Rising coastal water poses the greatest risk to: Daytona Beach, Daytona Beach Shores, Edgewater, Holly Hill, New Smyrna Beach, Oak Hill, Ormond Beach, Ponce Inlet, Port Orange, south Daytona, and Unincorporated Volusia County due to its geographic proximity to the coast. Continued development along the shoreline also increases vulnerability to rising coastal waters for existing and future residents in these jurisdictions.

Residents in coastal areas of Volusia County face varying levels of risk from rising coastal water events.

- **Storm Surge:** The eastern portion of the county is highly susceptible to storm surge during hurricanes, with the worst-case scenario (Category 5 hurricane) potentially causing inundation almost as far inland as Interstate 95. Vulnerable populations in areas like Ponce Inlet, Daytona Beach Shores, and Ormond Beach face the highest immediate risks.
- **Tsunamis:** Although the U.S. Atlantic coast has a very low tsunami risk, the potential for significant impact exists. Coastal populations could experience rapid inundation, particularly in densely populated areas along the Halifax River and Atlantic coast. Tsunami events would likely allow for a minimum six-hour warning, enabling evacuation of at-risk populations. The most likely scenario for a tsunami in Volusia County would be triggered by a seismic event in Puerto Rico or off the western coast of Africa. Such events can affect populations thousands of miles away.
- **Sea Level Rise:** Sea level rise is currently being studied as a vulnerability to properties located near oceans, and many areas of eastern Volusia County would be inundated with water if sea level rise occurs as modeled by the U.S. Army Corps of Engineers. This long-term hazard poses no immediate threat to life but increases vulnerability to storm surge and coastal flooding over time. Impacts to residents in areas near the Indian River Lagoon, Halifax River, and St. Johns River are expected to escalate between 2040 and 2070.

Impacts

Rising coastal water poses substantial risks to property across Volusia County.

- **Storm Surge:** Coastal and low-lying areas east of Interstate 95, including properties along Spruce Creek and the Tomoka River, are vulnerable to storm surge inundation. Key at-risk locations include:
    - Barrier islands in Daytona Beach Shores and Ponce Inlet, which contain critical facilities like fire stations and city halls.
    - Infrastructure along the Halifax River, such as bridges (Main Street, Highbridge, Silver Beach, and North Bridge in New Smyrna Beach).
    - Iconic landmarks like the Ponce Inlet Lighthouse and Daytona Beach's Main Street Pier.
- **Tsunamis:** Property impacts would mirror those of a major storm surge, with debris transported inland, structural foundations compromised, and critical infrastructure disrupted.

- **Sea Level Rise:** Long-term property damage is expected in coastal areas adjacent to the Atlantic Ocean, Indian River Lagoon, Halifax River, and St. Johns River. Facilities near water bodies may require relocation, especially those handling hazardous materials. Saltwater intrusion could deteriorate stormwater infrastructure, including outfalls, lift stations, and pump stations, while older structures face heightened risks of damage.

The environmental impacts of rising coastal water in Volusia County are significant and varied.

- **Storm Surge and Tsunamis:** These events can devastate ecosystems, introducing saltwater into sensitive estuaries like the Indian River Lagoon and Halifax River. Saltwater intrusion into aquifers, the county's primary drinking water source, would be particularly harmful. Inundation could also damage dune systems and spread sewage and pollutants into the environment.
- **Sea Level Rise:** Coastal and riverbank ecosystems, including beaches and dune systems, are at risk of long-term degradation. Sensitive habitats, such as those for marine turtles, could face irreversible damage. Saltwater intrusion into stormwater infrastructure may exacerbate environmental harm.

The economic consequences of rising coastal water are profound. **Section 6 Table 7** and **Table 8** display financial exposures.

- **Storm Surge:** Damage to homes, businesses, and tourism infrastructure would result in substantial economic losses. A Category 5 hurricane could result in damages exceeding $1 billion, while impacts on tourism—a cornerstone of the county's economy—would be severe.
- **Sea Level Rise:** Gradual loss of property values, businesses, and community assets such as beaches will weaken the economic foundation of coastal areas. Investments in mitigation can reduce long-term risks but require substantial funding in the near term.
- **Tsunamis:** Like storm surge, tsunamis would devastate tourism, disrupt businesses, and impact the property tax base.

Public confidence in government could be significantly influenced by how rising coastal water events are managed.

- **Storm Surge and Tsunamis:** Delays in recovery or perceived inefficiencies could diminish public trust.
- **Sea Level Rise:** Public dissatisfaction could stem from either perceived inaction or over-investment in mitigation efforts. Balancing proactive measures with economic constraints is critical.

Rising coastal water could strain government operations and continuity.

- **Storm Surge and Tsunamis:** Response and recovery operations could be overwhelmed by the scale of damage, requiring mutual aid from adjacent counties, the state, and FEMA. Program operations may take months to return to normal.
- **Sea Level Rise:** While its effects are gradual, proactive relocation of facilities and infrastructure will be necessary to maintain operational continuity.

Volusia County has taken substantial steps to address these hazards, including participation in:

- The East Central Florida Regional Resiliency Action Plan and Resilience Collaborative.
- Sea level rise studies conducted by the Florida Department of Environmental Protection (FDEP).
- Development of a tsunami response plan and analysis of storm surge vulnerabilities.

These efforts, combined with the county's focus on adaptive strategies, demonstrate a commitment to protecting its residents, economy, and natural resources from the multifaceted threats posed by rising coastal water.

The interconnected challenges of storm surge, sea level rise, and tsunamis necessitate a comprehensive and adaptive approach. By leveraging regional collaboration, scientific research, and proactive planning, Volusia County can mitigate risks and build resilience to safeguard its future against the impacts of rising coastal water.

Storm surge data was obtained from the NOAA National Hurricane Center, which uses the hydrodynamic Sea, Lake, and Overland Surges from Hurricanes (SLOSH) model to simulate storm surges from tropical cyclones. Storm surge composites – Maximum Envelopes of Water (MEOWs) and Maximum of MEOWs (MOMs) – are created to assess and visualize storm surge risk under varying conditions. This analysis used MOMs, which show maximum storm surge heights for each hurricane category.[3]

[3] https://www.nhc.noaa.gov/nationalsurge/?text

Section 6 Table 6 shows the number of properties at risk, per jurisdiction, to Category 1, Category 3 and Category 5 storm surge effects. The table corresponds with **Section 6 Figure 6**, which depicts the storm surge hazard zones.

Section 6: Table 6: Properties at Risk to Category 1/3/5 Storm Surge by Jurisdiction

JURISDICTION	Properties at Risk (Cat. 1)	Properties at Risk (Cat. 3)	Properties at Risk (Cat. 5)
Daytona Beach	2,548	11,700	17,070
Daytona Beach Shores	641	1,113	1,316
DeBary	-	-	-
DeLand	-	-	-
Deltona	-	-	-
Edgewater	666	5,862	12,452
Holly Hill	278	2,654	5,437
Lake Helen	-	-	-
New Smyrna Beach	6,748	13,105	14,273
Oak Hill	620	1,718	1,837
Orange City	-	-	-
Ormond Beach	5,573	5,596	16,156
Pierson	-	-	-
Ponce Inlet	1,252	1,865	2,059
Port Orange	5,197	11,027	15,453
South Daytona	3,905	5,216	5,324
Unincorporated	6,019	12,636	23,323
TOTAL	**29,447**	**72,492**	**114,700**

Sources: NOAA National Hurricane Center, Volusia County Property Appraiser Data (2024)

Section 6: Table 7: Property Financial Exposure to Storm Surge Zones (by Hurricane Category)

Hazard Zone	Properties	Land Value	Building Value	Assessed Value	County Taxable Value
Category 1	29,447	$5,695,379,097	$8,590,261,772	$14,285,640,870	$9,100,097,404
Category 2	47,855	$7,783,692,785	$12,513,410,495	$ 20,297,103,281	$12,707,503,091
Category 3	72,492	$10,040,742,120	$17,391,421,198	$27,432,163,319	$6,992,999,337
Category 4	101,794	$12,625,555,628	$23,968,191,165	$36,593,746,794	$22,494,898,569
Category 5	114,700	$ 13,949,115,459	$27,809,655,741	$41,758,771,201	$25,593,734,627

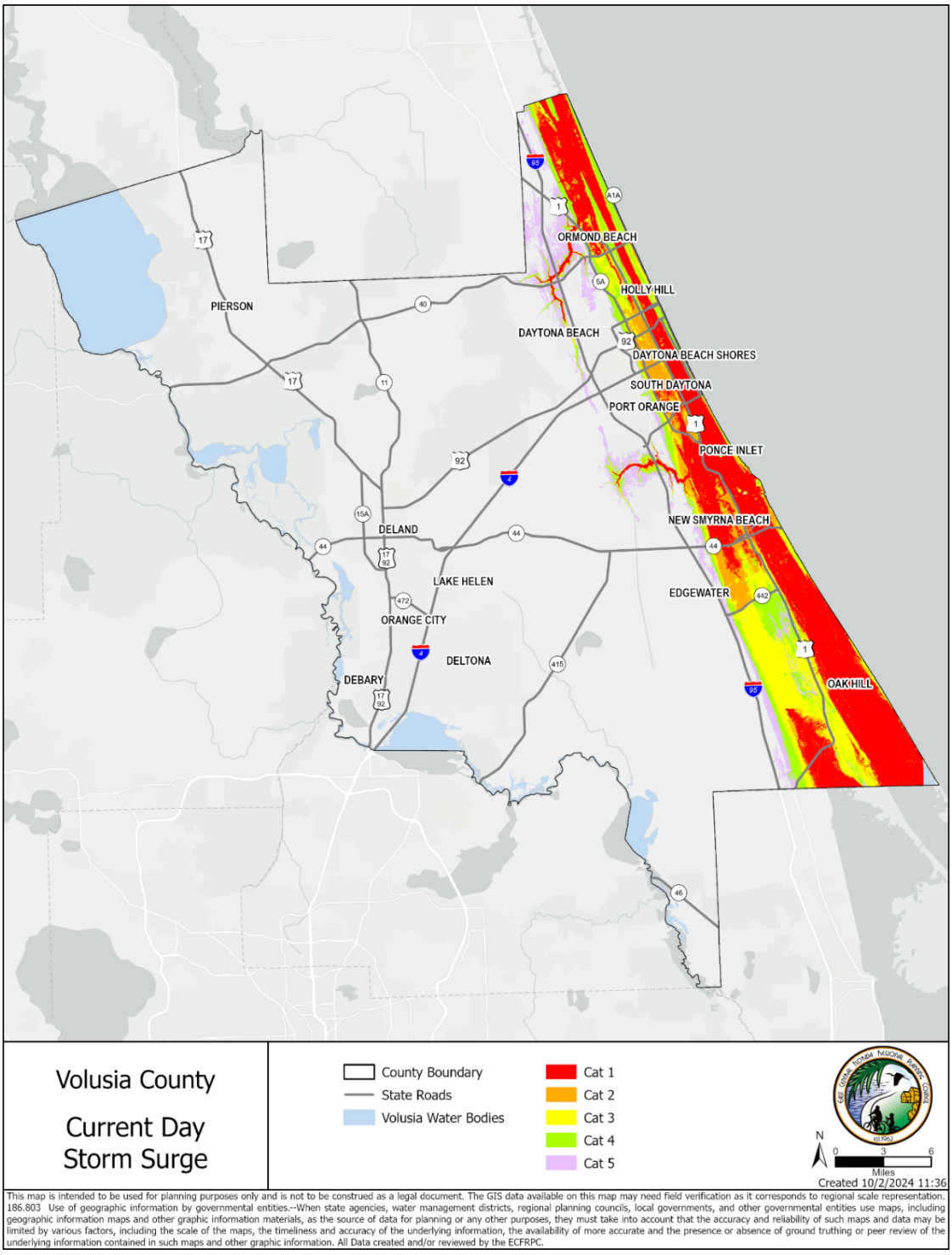
Source: NOAA NHC, Volusia County Property Appraiser Data (2024)

Section 6: Table 8: Property Financial Exposure to Sea Level Rise

Jurisdiction	Properties	Land Value	Building Value	Assessed Value	County Taxable Value
Daytona Beach	1,795	$169,014,252	$629,417,387	$798,431,640	$664,021,379
Daytona Beach Shores	2,506	$111,725,822	$1,035,616,002	$1,147,341,824	$983,518,299
Ormond Beach	635	$145,553,584	$423,703,299	$569,256,883	$484,558,201
Ponce Inlet	337	$63,575,696	$153,180,138	$216,755,834	$183,980,752
Unincorporated	1,857	$129,003,996	$543,256,684	$672,260,680	$524,005,469

Source: ECFRPC, Florida Fish and Wildlife, Volusia County Property Appraiser Data (2024)

Section 6: Figure 6: Current Day Storm Surge



Source: ECFRPC, Volusia County VA

6.12 SEVERE WEATHER

Vulnerability

Severe weather, including hail, lightning, and thunderstorms, is a recurring concern in Volusia County. Each hazard poses unique threats to populations, property, and infrastructure, but come with little to no warning. It encompasses a range of phenomena that are more extreme than typical weather conditions. Severe weather events can impact all areas of Volusia County, depending on the location of the storm, its direction, and its lateral speed across the Earth's lower atmosphere. These events can cause damage to structures, disruption of utilities and surface/air transportation.

Vulnerability to severe weather is medium due to its frequency in nature combined with our ability to monitor and predict when severe weather will impact Volusia County and its jurisdictions. While severe weather can have damaging effects on people and property, widespread awareness and lead time before storms reduces our overall vulnerability to its effects. Vulnerability to severe weather is consistent throughout all jurisdictions.

Hailstorms can occur unpredictably across Volusia County, impacting all buildings, facilities, and populations equally. Hailstones in Florida are typically penny to quarter-sized but can occasionally grow as large as golf balls or baseballs, causing significant damage to property and infrastructure. Vulnerable areas of structures include roofs, windows, and pool screens, as well as exposed personal property like vehicles and outdoor decor. Communication facilities may be at a higher risk of a lightning strike, while school assets such as football stadiums with lighting could also be at an increased level of vulnerability. Structures that are isolated in areas of low tree coverage are at a higher risk for lightning strikes. Jurisdictions within the county where this could be more common include DeLand, Lake Helen, Orange City, and Pierson. These areas are generally more rural in nature and have a higher rate of isolated critical facilities and structures.

In situations where tornadoes are present, hail may have a higher likelihood of being present. Moreover, structures that have partial or full tree coverage could have lessened property damage due to hail as a result of the slowing speed of the hail before impact with property. Severe hail can also damage emergency vehicles and communication systems, disrupting response efforts.

Beachside structures located near or along the Atlantic Ocean are also at a higher vulnerability to lightning damage due to historical occurrences. There are not many critical facilities located along the Atlantic Ocean in Volusia County, as the majority of those facilities are located inland along the barrier islands or are located west of the Intracoastal Waterway. Vulnerable areas for lightning include recreational spaces, golf courses, and the county's 47 miles of Atlantic Ocean beaches, where tourists and residents engaging in outdoor activities face heightened risks. Lightning is a dangerous threat to people in the United States, particularly those who are outside during the summer. The number one area for fatalities due to lightning strikes is open fields, making Volusia County's 47 miles of Atlantic Ocean beach among the most dangerous in the County. This heightens the risk for the tourist population who may be unaware of the imminent danger of quickly approaching tropical systems that emit lightning.

Communication systems and power sources are among the most vulnerable land uses to this hazard due to their electrical nature. Volusia County has approximately 30 golf courses, along with private and public recreational facilities, the Daytona Beach International Speedway and 2 additional smaller outdoor

racetracks, 2 intracoastal waterways traversing the county, school facilities, and parks located throughout the County. Individuals participating in the following recreational activities could be vulnerable to lightning including: golf, football, baseball, soccer, surfing, horseback riding, walking, jogging, tennis, boating, fishing, kite flying, kayaking, paddle boarding, beach activities, picnicking, camping, hiking, gardening, hunting, swimming, basketball, softball, cycling, wind surfing, lacrosse, archery, track and field events, stock car races, outdoor festivals and numerous other outdoor activities. It is estimated that at least 75% of the population participates in at least one of these recreational activities and is thus vulnerable to lightning.

Thunderstorms are frequent throughout the year in Volusia County, often bringing high winds, hail, and lightning. From 1996 to 2013, the county experienced 120 severe thunderstorm events, causing $142 million in property damage. Downed trees, power outages, and damage to homes and infrastructure are common consequences. Unhoused populations, outdoor event spectators, and those engaging in recreational activities are particularly vulnerable.

Impacts

Lightning can spark structure fires, damage electrical systems, and contribute to wildfire during dry seasons. Critical facilities with tall antennas, isolated structures, or those in rural areas like DeLand, Lake Helen, Orange City, and Pierson are at increased risk of lightning strikes. Beachside properties, including hotels and utilities, are also vulnerable. As it cannot be predicted where lightning may strike, all existing and future buildings, facilities and populations in Volusia County are exposed to this hazard and could potentially be impacted. As the lightning capital of the U.S., Florida experiences a high frequency of lightning strikes, with Volusia County recording approximately 4,000 lightning strikes weekly during summer.

Beachside structures located near or along the Atlantic Ocean are also at a higher vulnerability to lightning damage. Many utilities are in these locations. However, most of the buildings located along the beach are hotels, businesses and high-rise condos. There are not many critical facilities located along the Atlantic Ocean in Volusia County, as the majority of those facilities are located inland along the barrier islands or are located west of the Intracoastal Waterway.

Thunderstorms frequently occur in Volusia County. Since it cannot be predicted where thunderstorms may occur, all existing and future buildings, facilities and populations are exposed to this hazard and could potentially be impacted. Thunderstorm winds can disrupt transportation and utilities, while heavy rain may lead to localized flooding. Critical roadways may be blocked by downed trees or power lines, complicating emergency response. Thunderstorms can also exacerbate other hazards, such as hail and lightning, increasing their overall impact on the county.

While severe weather generally has minimal long-term environmental impacts, it can cause immediate issues such as downed vegetation, localized flooding, and occasional wildfires. Economically, damages are often covered by insurance, limiting their broader impact on the local economy.

Volusia County Emergency Management has systems in place to maintain operations during severe weather events. Redundant communication systems, backup power, and a Continuity of Operations Plan (COOP) ensure the county can respond effectively, even in catastrophic scenarios. However, responders

may face challenges such as blocked roads, downed power lines, and unsafe conditions caused by lightning or hail.

Public confidence in government is unlikely to be significantly affected by severe weather events, as Volusia County provides timely information through NOAA weather radios, social media, and the county's website. Recovery efforts for most severe weather events are typically completed within days.

6.13 TORNADO

Vulnerability

Historical evidence confirms that Volusia County is vulnerable to tornadoes, which can result from severe thunderstorms, tropical storms, or hurricanes. These hazards are unpredictable, with no specific area immune from their potential impacts. All buildings, facilities, and populations in Volusia County are considered exposed to tornadoes, regardless of location. Vulnerable populations, such as the unhoused, elderly, and lower-income residents, are particularly at risk, as are those living in mobile home parks and manufactured housing communities. Volusia County has mobile home/manufactured home parks throughout the county, both east and west sides which are equally vulnerable to impacts of tornadoes. Many of the parks are 55 and older only while others have very old mobile homes that are not built to today's standards, leaving the elderly and low-income populations more at risk. Many of these structures, particularly older ones, are not built to current building standards, making them highly susceptible to damage from high winds and flying debris. **Section 6 Table 9** displayed each jurisdiction's number of homes and when the homes were built. Daytona Beach and Unincorporated Volusia have the highest number of homes built pre-1969, making residents of those jurisdictions more vulnerable.

Impacts

While tornadoes are relatively rare in Volusia County compared to other hazards, they can have devastating effects when they occur. The strongest tornado to impact Volusia County was an EF3, capable of leveling well-constructed buildings, uprooting trees, and creating automobile-sized projectiles that can travel for miles. Although large tornadoes are uncommon, their potential for destruction makes them a significant threat to both life and property.

Two primary types of tornadoes typically impact Volusia County. Larger tornadoes, in the EF2 to EF4 range, often form in central Florida near the Orlando metropolitan area and tend to move from the west-southwest to the east-northeast. These tornadoes cover large areas and are more likely to affect the western portions of Volusia County, particularly near its borders with Seminole and Lake Counties. Historical patterns suggest that tornado activity often reaches the eastern coastline after being detected in Central Florida, offering some warning for communities in the storm's path.

Smaller tornadoes, typically in the EF0 to EF1 range, occur more frequently in Volusia County and are less predictable. These tornadoes do not follow consistent geographic patterns, and their touchdowns can appear randomly. Despite this, a disproportionate number of these smaller tornadoes have been observed near the Intracoastal Waterway. Rarely have tornadoes been recorded crossing Interstate 95 in Volusia County, further illustrating the widespread vulnerability of the area to these storms.

The consequences of tornadoes on property, infrastructure, and the environment can be severe. Tornadoes can demolish homes, businesses, and critical facilities, while also disrupting utilities such as power and communication systems. Roads may become impassable due to debris, downed trees or power lines, and complicated emergency response efforts. Older structures are particularly vulnerable, as building codes have become more stringent over time to better withstand high winds. Infrastructure in the western portions of the county faces higher risks from larger tornadoes, which develop over longer periods and allow less time for mitigation or protective measures. Thus, critical facilities at the highest risk for strong tornado damage (and loss of human life) would generally be those located in the western portion of the

county due to the shorter duration of time allowed for mitigation of these properties in the event of an incoming storm.

The environmental impacts of tornadoes vary depending on their intensity. Even weaker EF0 tornadoes can uproot trees and vegetation, while stronger tornadoes can scatter debris over great distances, sometimes miles from the point of origin. This debris can contaminate waterways or cause secondary hazards if it includes hazardous materials from damaged vehicles or storage facilities. Agencies such as Volusia County Environmental Management and the County Health Department would monitor these environmental impacts to mitigate risks.

Emergency response efforts in the aftermath of a tornado are critical but can be challenging. Search and rescue operations may be required in heavily impacted areas, and responders may encounter destroyed communication systems, missing landmarks, and blocked roadways. Power lines and debris present additional hazards, necessitating extreme caution for first responders. Despite these challenges, the Volusia County Emergency Operations Center is fortified to withstand an EF4 tornado, ensuring its continued operation even during severe events. In the unlikely event of direct damage to the VCEOC, alternative plans outlined in the COOP would allow emergency services to continue without significant interruption.

Tornadoes also pose economic risks to the county. While smaller tornado events may only have a localized impact, larger tornado outbreaks can devastate entire communities, crippling local economies and requiring substantial recovery resources. Assistance from the Volusia County Community Organizations Active in Disaster (COAD), including the American Red Cross, would be mobilized to support affected residents and businesses.

Public awareness and preparedness play crucial roles in mitigating the impacts of tornadoes. The county utilizes NOAA weather radios, social media platforms, and premade media materials to disseminate information during and after tornado events. Some communities in Volusia County are equipped with tornado sirens and safe rooms, further enhancing public safety during these hazardous events.

In conclusion, while tornadoes are not as frequent as other hazards in Volusia County, their potential for catastrophic damage makes them a significant concern. All areas and populations within the county are at risk, and continued efforts in preparedness, infrastructure hardening, and public education remain essential to minimizing their impact and ensuring the safety and resilience of the community.

Section 6: Table 9: Year Range of Built Homes for each Municipality

JURISDICTION	Pre- 1969	1970-1979	1980-1989	1990-1999	2000-2024
Daytona Beach	10,816	3,919	4,114	1,090	8,353
Daytona Beach Shores	578	1,257	1,842	1,276	1,637
DeBary	1,562	735	1,577	2,120	3,567
DeLand	2,767	1,114	587	815	8,120
Deltona	2,568	4,325	12,629	6,455	10,181
Edgewater	1,111	1,173	3,517	1,518	2,969
Holly Hill	2,490	600	664	174	834
Lake Helen	399	223	164	414	232
New Smyrna Beach	3,370	3,391	3,506	1,671	7,095
Oak Hill	176	107	183	129	483
Orange City	682	366	588	345	1,251
Ormond Beach	4,318	3,537	3,736	2,029	3,593
Pierson	228	93	91	47	81
Ponce Inlet	88	612	568	739	1,059
Port Orange	1,331	3,984	6,819	3,895	6,585
South Daytona	1,714	1,261	980	449	517
Unincorporated	12,400	8,877	10,243	6,916	13,829

Sources: Volusia County Property Appraiser Data (2024). Some properties were not provided with a land use code by VCPAO.

6.14 TROPICAL CYCLONE

Vulnerability

Tropical cyclones, encompassing hurricanes and tropical storms, pose significant risks to Volusia County. The overall vulnerability of tropical cyclones is high within all jurisdictions of Volusia County. The possibility of harm to humans, high property damage, and potential infrastructure losses all combine to make tropical cyclones one of the highest threat hazards. Volusia County is vulnerable to tropical cyclones to a similar level in all jurisdictions because of the spatial extent of a hurricane or tropical storm. The LMS works to protect critical infrastructure and residents in order to reduce the vulnerability of the community.

These events often affect large areas and cross jurisdictional boundaries, exposing all existing and future buildings, facilities, and populations to potential impacts. Volusia County has a lower risk compared to other areas of the state such as the western panhandle and southeastern Florida.

The county's coastal region, home to over 45% of the population, is particularly vulnerable. Vulnerable populations, including the unhoused, disabled, elderly, and lower-income residents, face heightened risks during these events. Additionally, residents living on the barrier islands or adjacent to the Intracoastal Waterway system are particularly susceptible due to their proximity to storm surge zones and areas prone to flooding.

Impacts

Critical infrastructure, including communication systems and power sources, is vulnerable to tropical cyclones. These storms bring a combination of high winds, flooding, coastal erosion, and heavy precipitation, making it challenging to estimate total potential losses. Historical data suggest that Volusia County is at a relatively lower risk for direct impacts compared to areas like the western Florida Panhandle or southeastern Florida. However, regions closer to the Atlantic Ocean or in the southeastern part of the county face the highest risk of wind damage.

This area also drives much of the county's tourism, which faces significant disruption during tropical cyclone events. One of Volusia County's most significant hurricane seasons on record occurred in 2004, with Hurricanes Charley, Frances, and Jeanne causing back-to-back impacts. While Charley was the only storm to bring hurricane-force winds to the county, the cumulative effects of these storms caused extensive damage to homes, infrastructure, and the environment. Over 40% of homes sustained damage, and the total economic losses exceeded $560 million. Annualized losses to residential buildings in the county are estimated at over $280 million, with an additional $70 million in annualized losses for non-residential structures.

Beyond high winds, tropical cyclones bring cascading hazards, including inland flooding, tornadoes, storm surge, and severe beach erosion. These hazards significantly impact on the environment, causing downed trees, eroded coastal dunes, and loss of animal habitat, like sea turtle nests. Additionally, debris and hazardous materials may wash into waterways, further harming sensitive ecosystems. The monetary cost of erosion alone is challenging to calculate as it often occurs alongside other impacts. Agencies such as Volusia County Environmental Management and the County Health Department play vital roles in monitoring and mitigating environmental consequences.

Program operations and emergency response efforts can be strained during a major tropical cyclone, particularly a Category 3 or higher hurricane. While routine operations generally continue during tropical depressions or weaker storms, a direct hit from a significant hurricane could severely disrupt county functions. In such cases, Volusia County may require assistance from neighboring counties, the state, or FEMA through mutual aid agreements like the Emergency Management Assistance Compact (EMAC). Recovery may take months or even years to return operations to pre-storm levels, depending on the storm's severity.

The public faces numerous challenges during and after tropical cyclones, including injuries, fatalities, destruction of homes and businesses, and prolonged disruptions to essential services like water, power, and sewage. Recovery is often costly, time-consuming, and emotionally taxing for affected residents, even with insurance or disaster assistance. These events can have lasting psychological impacts, especially on those who experience repeated storm impacts. All residents are vulnerable.

Responders face extreme challenges in tropical cyclone events. Downed trees, power lines, damaged infrastructure, and impassable roads complicate rescue and recovery efforts. Critical facilities such as the EOC, fire stations, hospitals, and government buildings may also sustain damage, limiting their functionality. Responders must operate with heightened awareness of their risks, especially in hazardous conditions caused by the storm.

The economic consequences of tropical cyclones are substantial. The 2004 hurricane season remains the costliest disaster in Volusia County's history, with damages to tourism alone amounting to millions of dollars per day. Recovery from a single major hurricane can take years, with long-term financial impacts on the county and affected communities.

To mitigate these risks and maintain public confidence, the Volusia County Emergency Management has implemented various preparedness and public awareness initiatives. These include a video disaster preparedness guide, behavioral surveys following hurricane evacuations, public presentations, and an annual media campaign in collaboration with local outlets like the Daytona Beach News Journal. During hurricane events, the Public Information Office (PIO) uses pre-prepared materials and social media campaigns to provide timely updates. Year-round preparedness information is also disseminated through the county's weekly video magazine broadcast on WDSC.

Through these efforts, Volusia County Emergency Management aims to ensure residents are informed and confident in the county's ability to respond to and recover from tropical cyclones. These storms remain a significant threat to Volusia County, necessitating ongoing vigilance and community resilience to minimize the impacts.

Section 6: Tables 10-14 display individual municipalities vulnerability and potential financial impacts. **Section 6: Figures 7-11** display the jurisdictions most vulnerable to tropical cyclone wind.

Section 6: Table 10:Total Exposure and Potential Losses from Tropical Storm 10 Year Wind Event

JURISDICTION	Category Storm	Total Properties Impacted	Total Improved Value	Total County Taxable Value
Daytona Beach	Tropical Storm (10 Year Wind)	30,119	$12,633,494,317	$7,749,648,103
Daytona Beach Shores	Tropical Storm (10 Year Wind)	1,996	$882,003,599	$738,195,556
DeBary	Tropical Storm (10 Year Wind)	10,711	$3,435,586,766	$1,891,223,406
DeLand	Tropical Storm (10 Year Wind)	14,334	$4,967,030,224	$2,807,390,723
Deltona	Tropical Storm (10 Year Wind)	38,625	$10,394,231,629	$4,998,200,319
Edgewater	Tropical Storm (10 Year Wind)	15	$29,363,698	$1,306,086
Holly Hill	Tropical Storm (10 Year Wind)	5,918	$1,396,507,074	$940,757,855
Lake Helen	Tropical Storm (10 Year Wind)	1,611	$380,061,877	$187,817,740
New Smyrna Beach	Tropical Storm (10 Year Wind)	4,550	$1,792,674,363	$1,085,721,035
Oak Hill	Tropical Storm (10 Year Wind)	NA	NA	NA
Orange City	Tropical Storm (10 Year Wind)	4,152	$1,804,174,621	$1,132,329,161
Ormond Beach	Tropical Storm (10 Year Wind)	19,640	$8,159,700,002	$5,171,008,626
Pierson	Tropical Storm (10 Year Wind)	998	$201,935,655	$75,064,369
Ponce Inlet	Tropical Storm (10 Year Wind)	2	$1,602,240	$-
Port Orange	Tropical Storm (10 Year Wind)	21,960	$8,081,425,788	$4,806,901,213
South Daytona	Tropical Storm (10 Year Wind)	5,744	$1,603,899,506	$995,389,225
Unincorporated	Tropical Storm (10 Year Wind)	58,314	$17,039,658,509	$8,978,042,429
Total		**218,689**	**$72,803,349,868**	**$41,558,995,846**

Section 6: Table 11: Total Exposure and Potential Losses from Category 1 Hurricane 10 Year Wind Event

JURISDICTION	Category Storm	Total Properties Impacted	Total Improved Value	Total County Taxable Value
Daytona Beach	Category 1 (10 Year Wind)	92	$53,804,064	$27,475,696
Daytona Beach Shores	Category 1 (10 Year Wind)	5,068	$2,030,402,176	$1,648,277,480
Edgewater	Category 1 (10 Year Wind)	11,391	$3,194,704,166	$1,760,195,467
New Smyrna Beach	Category 1 (10 Year Wind)	14,973	$8,240,653,427	$5,484,596,621
Oak Hill	Category 1 (10 Year Wind)	1,508	$347,201,180	$174,501,154
Ponce Inlet	Category 1 (10 Year Wind)	3,501	$1,905,167,040	$1,371,503,690
Port Orange	Category 1 (10 Year Wind)	2,149	$540,957,713	$331,306,371
Unincorporated	Category 1 (10 Year Wind)	9,540	$3,814,506,610	$2,446,202,323
Total		**106,536**	**$37,167,054,885**	**$22,222,101,231**

Section 6: Table 12: Total Exposure and Potential Losses from Category 1 Hurricane 100 Year Wind Event

JURISDICTION	Category Storm	Total Properties Impacted	Total Improved Value	Total County Taxable Value
Pierson	Category 1 (100 Year Wind)	998	$201,935,655	$75,064,369
Unincorporated	Category 1 (100 Year Wind)	4,667	$1,091,440,399	$461,913,478
Total		**5,665**	**$1,293,376,054**	**$536,977,847**

Section 6: Table 13: Total Exposure and Potential Losses from Category 2 Hurricane 100 Year Wind Event

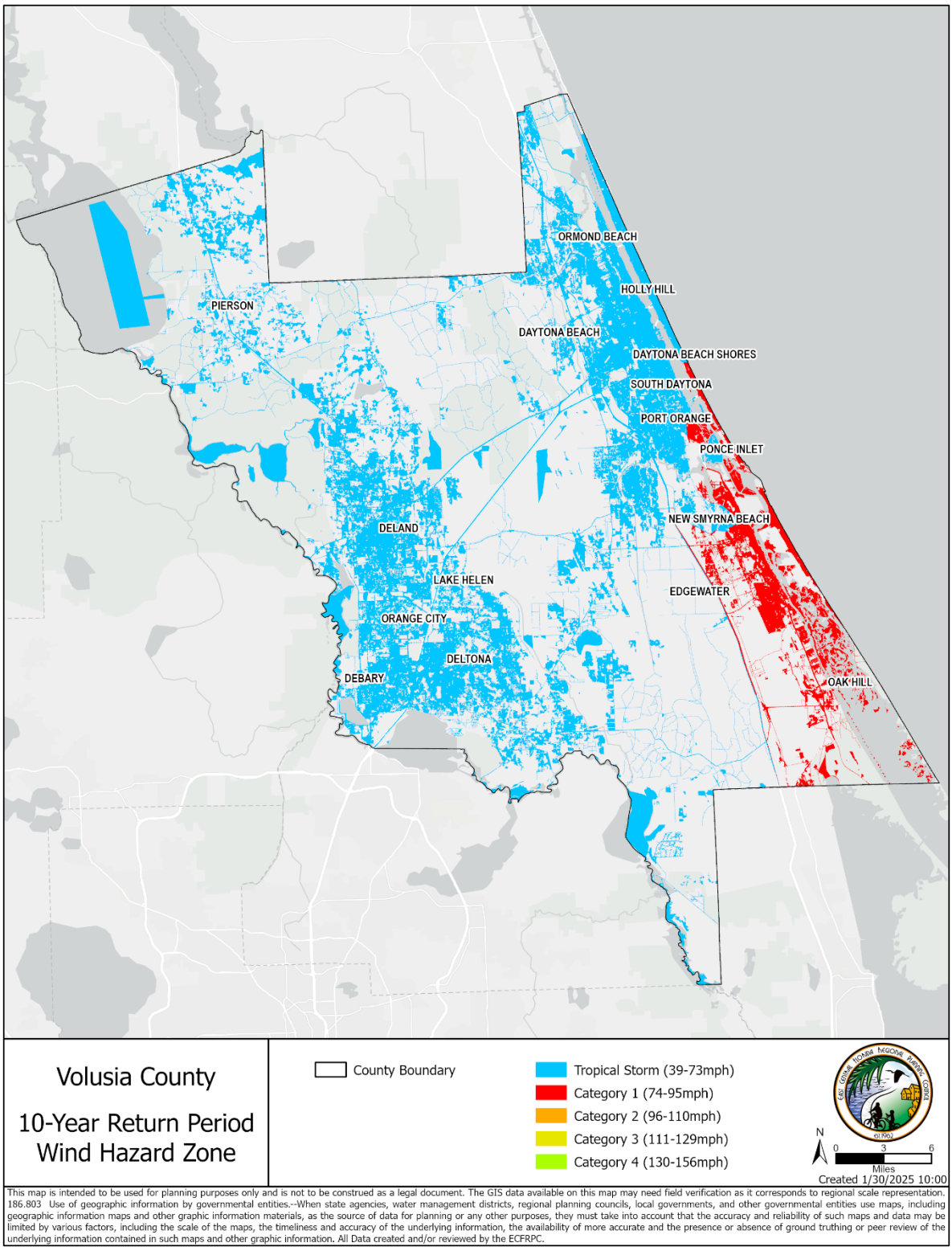
JURISDICTION	Category Storm	Total Properties Impacted	Total Improved Value	Total County Taxable Value
Daytona Beach	Category 2 (100 Year Wind)	30,211	$12,687,298,381	$7,777,123,799
Daytona Beach Shores	Category 2 (100 Year Wind)	5,384	$2,255,645,845	$1,818,525,882
DeBary	Category 2 (100 Year Wind)	10,711	$3,435,586,766	$1,891,223,406
DeLand	Category 2 (100 Year Wind)	14,334	$4,967,030,224	$2,807,390,723
Deltona	Category 2 (100 Year Wind)	38,625	$10,394,231,629	$4,998,200,319
Holly Hill	Category 2 (100 Year Wind)	5,918	$1,396,507,074	$940,757,855
Lake Helen	Category 2 (100 Year Wind)	1,611	$380,061,877	$187,817,740
New Smyrna Beach	Category 2 (100 Year Wind)	3,955	$1,230,060,289	$707,080,447
Orange City	Category 2 (100 Year Wind)	4,152	$1,804,174,621	$1,132,329,161
Ormond Beach	Category 2 (100 Year Wind)	19,640	$8,159,700,002	$5,171,008,626
Ponce Inlet	Category 2 (100 Year Wind)	2	$1,602,240	$-
Port Orange	Category 2 (100 Year Wind)	23,962	$8,585,291,721	$5,109,672,839
South Daytona	Category 2 (100 Year Wind)	5,744	$1,603,899,506	$995,389,225
Unincorporated	Category 2 (100 Year Wind)	48,474	$14,257,690,656	$7,695,806,165
Total		**218,388**	**$72,452,156,885**	**$41,769,304,034**

Section 6: Table 14: Total Exposure and Potential Losses from Category 3 Hurricane 100 Year Wind Event

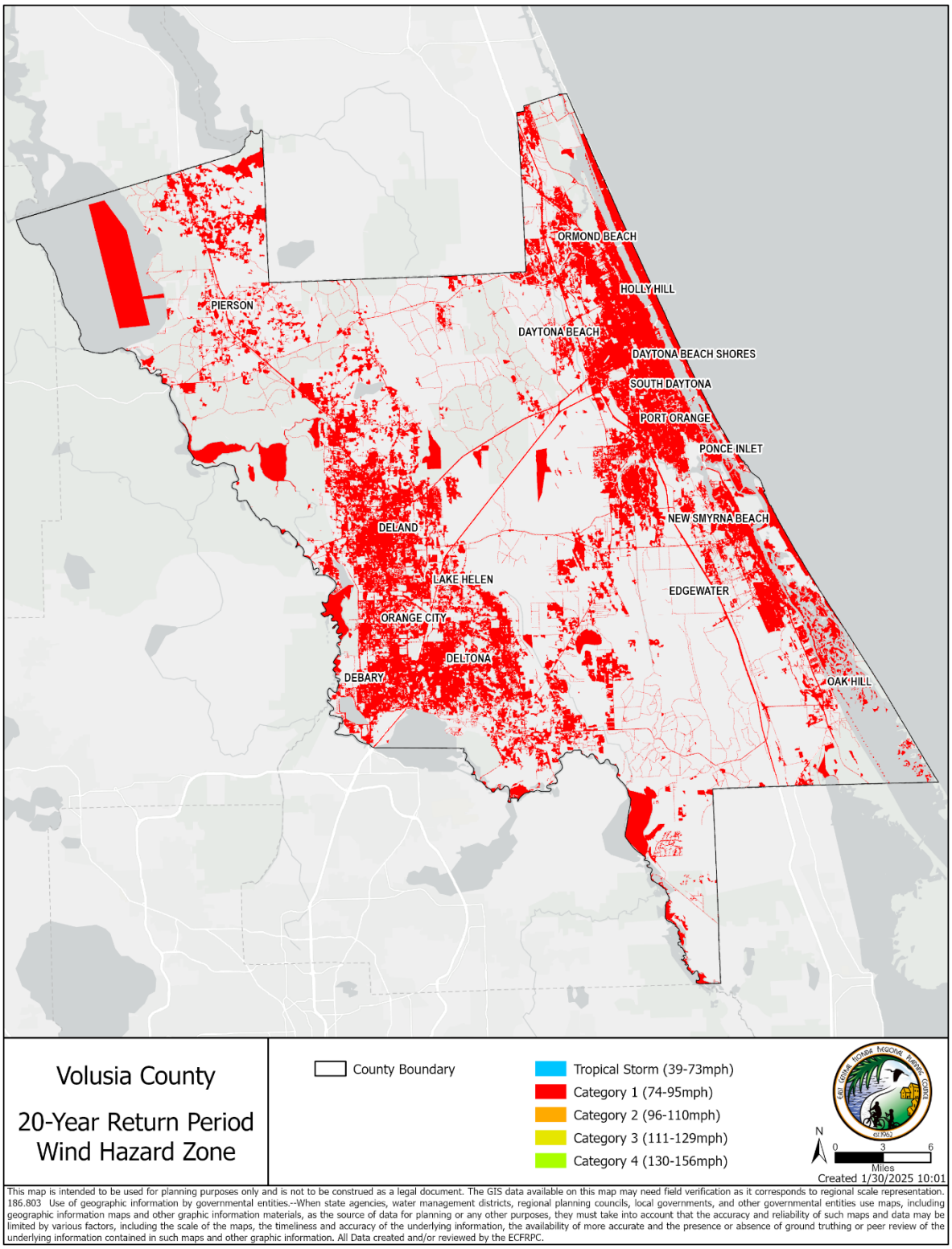
JURISDICTION	Category Storm	Total Properties Impacted	Total Improved Value	Total County Taxable Value
Daytona Beach Shores	Category 3 (100 Year Wind)	1,680	$656,759,930	$567,947,154
Edgewater	Category 3 (100 Year Wind)	11,406	$3,224,067,864	$1,761,501,553
New Smyrna Beach	Category 3 (100 Year Wind)	15,568	$8,803,267,501	$5,863,237,209
Oak Hill	Category 3 (100 Year Wind)	1,508	$347,201,180	$174,501,154
Ponce Inlet	Category 3 (100 Year Wind)	3,501	$1,905,167,040	$1,371,503,690
Port Orange	Category 3 (100 Year Wind)	147	$37,091,780	$28,534,745
Unincorporated	Category 3 (100 Year Wind)	14,713	$5,505,034,064	$3,266,525,109
Total		**96,997**	**$34,736,280,015**	**$20,729,556,779**

Sources: FDEM, HAZUS, Volusia County Property Appraiser Data (2024)

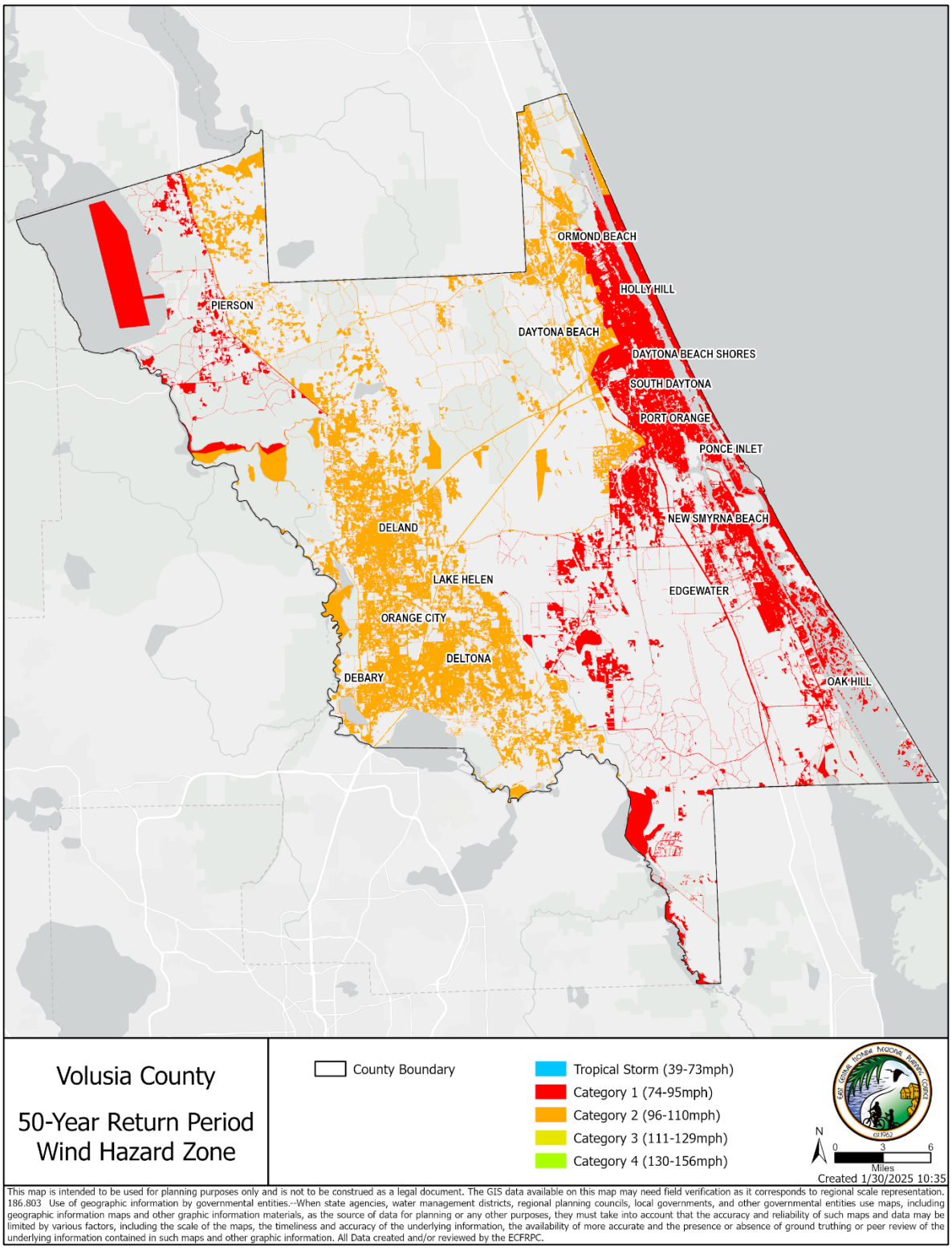
Section 6: Figure 7: Wind Hazard Zones 10-Year Event



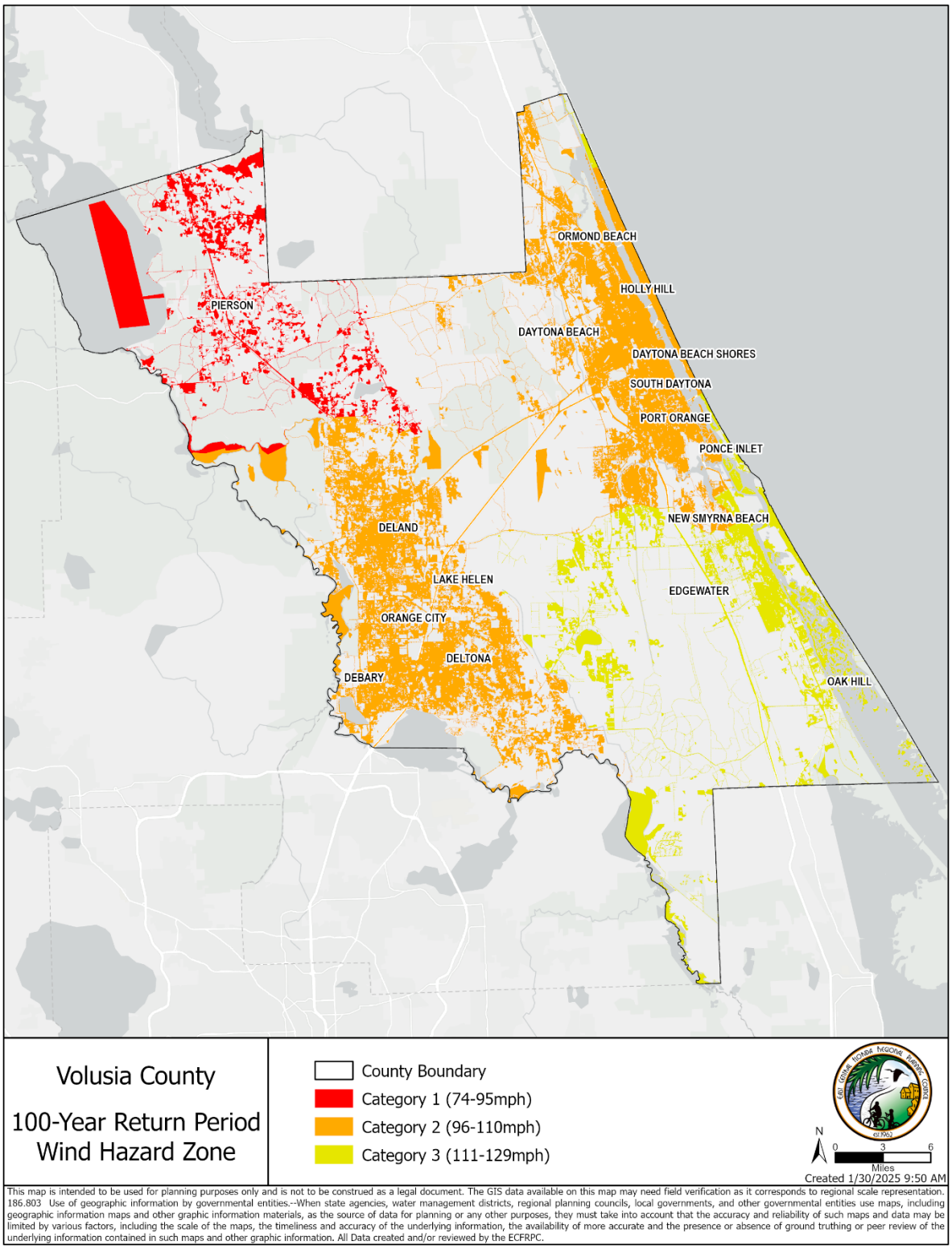
Section 6: Figure 8: Wind Hazard Zones 20-Year Event



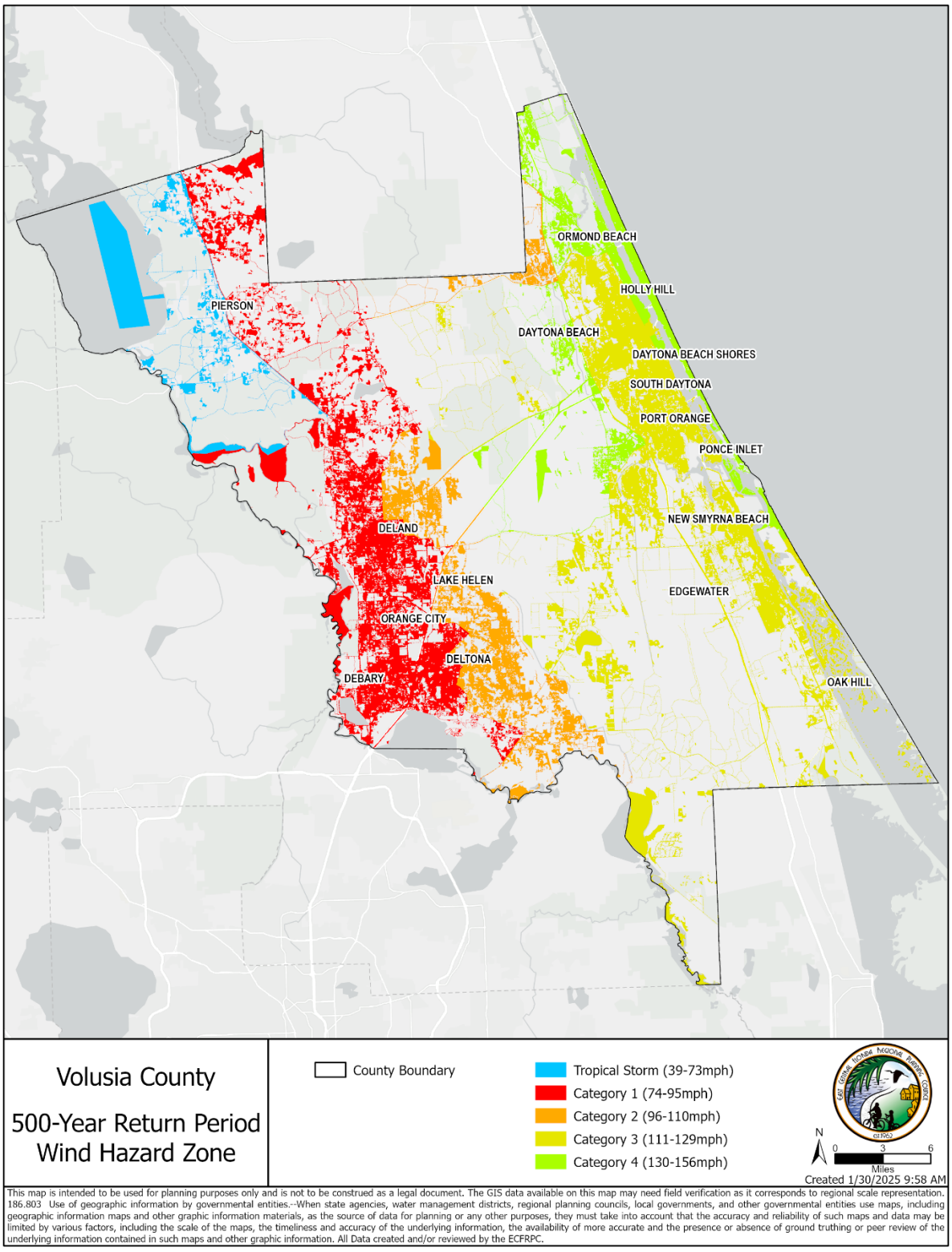
Section 6: Figure 9: Wind Hazard Zones 50-Year Event



Section 6: Figure 10: Wind Hazard Zones 100-Year Event



Section 6: Figure 11: Wind Hazard Zones 500-Year Event



6.15 WILDLAND FIRE

Vulnerability

Overall vulnerability to wildland fires is medium. Wildland fires can happen quickly and cause widespread damage. Volusia County faces a uniform risk of wildland fires, particularly during hot, dry summer months and periods of drought. Wildland fires most frequently affect wooded areas with low population densities, posing a heightened threat to rural areas. Although large population centers generally have lower risk, wildland fires can still cause significant damage to structures and critical infrastructure and pose serious health hazards, including injuries and fatalities from smoke inhalation.

The build year of a property is a critical metric in assessing wildland fire vulnerability due to the evolution of building codes over time. Modern codes restrict the use of flammable materials and promote mitigation strategies, reducing the risk for newer structures. While Volusia County has an older building stock overall, properties within fire hazard zones tend to be newer compared to those vulnerable to other hazards. Areas such as Ormond Beach's rural regions along SR 40 west of I-95 are particularly susceptible, with heavily wooded single-family subdivisions like Timber Creek, Hunters Ridge, Breakaway Trails, and Plantation Pines being at heightened risk.

In terms of land use, low-density residential properties dominate the fire hazard zones. Agricultural areas and extensive woodlands throughout the county also contribute significantly to the overall vulnerability. Wildland fires can spread through two primary mechanisms: burning ashes from tree lines that can “jump” across roadways or other barriers, and the less visible but equally dangerous underground energy transfer, where fires spread beneath the surface. This heightens the danger for residents in isolated rural areas surrounded by dense vegetation.

Impacts

The public faces direct consequences when wildland fires impact homes or businesses. Fires can destroy property, disrupt utility services, and limit access to roadways. Smoke and ash also contribute to air pollution, exacerbating health risks, particularly for vulnerable populations.

Responders face significant challenges during wildland fire events. The unpredictable and dynamic nature of fires, driven by changing wind and environmental conditions, requires substantial resources and strategic planning. Smoke inhalation poses health risks to emergency personnel, emphasizing the importance of protective measures during response efforts.

While wildland fires are a natural part of the ecosystem, they can severely impact the environment. Beyond damaging native vegetation and wildlife habitats, wildfires contribute to air and water pollution. Smoke and ash can contaminate waterways, while the loss of tree cover can exacerbate soil erosion. Volusia County Fire Services and the Health Department actively monitor and address air and water quality concerns during wildfire events.

Despite these challenges, Volusia County Emergency Management anticipates no significant disruptions to operations or service delivery during a wildland fire. The county's COOP ensures uninterrupted emergency management functions even in the event of a direct impact on the Emergency Operations Center.

Economically, wildland fires in Volusia County tend to have localized impacts. However, larger fires that are difficult to control may disrupt events or industries critical to the county's economy. For example, smoke from past wildland fires led to the postponement of the Coke Zero race. Small, rural communities are particularly vulnerable, as fire could devastate local economies. Recovery efforts would rely on organizations such as the County Community Organizations Active in Disaster and the American Red Cross.

Public confidence in government typically remains stable during wildfire events, supported by Volusia County's preparedness and outreach efforts. The county maintains premade media materials and actively uses social media and NOAA weather radios to provide timely updates. The success of past wildfire responses, such as the 1998 fires where 29,000 homes were at risk but only six homes, one mobile home, and two businesses were lost, continues to bolster public confidence.

While wildland fires pose a persistent hazard in Volusia County, ongoing mitigation efforts, strategic response plans, and public outreach programs aim to reduce risks and strengthen resilience for residents and communities.

Section 6 Table 15 lists the number of properties and the property values that are in the high, moderate, and low-risk wildfire zones for each jurisdiction. The table depicts exposure to different fire hazard zones utilizing 2024 property data.

Section 6: Table 15: Financial Exposure to Hazard Zones – Cumulative Financial Values within Zones

Fire Class	Jurisdiction	Properties in Zone	Improved Value	County Taxable Value
High	Daytona Beach	3,960	$1,621,910,972	$1,100,871,625
High	Debary	595	$123,696,392	$71,260,689
High	Deland	1,996	$557,354,485	$315,406,868
High	Deltona	4,860	$1,360,101,355	$614,732,256
High	Edgewater	218	$78,888,888	$63,852,351
High	Flagler Beach	87	$18,630,680	$14,443,385
High	Lake Helen	41	$5,131,605	$3,953,680
High	New Smyrna Beach	3,791	$2,390,211,297	$1,658,049,388
High	Oak Hill	81	$25,793,217	$17,252,942
High	Orange City	453	$176,845,248	$88,972,631
High	Ormond Beach	731	$312,658,433	$189,904,269
High	Pierson	449	$64,216,525	$26,878,577
High	Ponce Inlet	231	$155,549,724	$96,787,982
High	Port Orange	799	$230,558,080	$144,915,655
High	Unincorporated - Northeast	1,335	$540,111,625	$278,077,559
High	Unincorporated - Silver Sands	706	$417,407,739	$296,803,246
High	Unincorporated - Southeast	5,963	$521,456,019	$188,861,028
High	Unincorporated - Westside	11,761	$2,225,133,609	$969,991,162
Moderate	Daytona Beach	31,147	$12,533,260,053	$7,919,658,941
Moderate	Daytona Beach Shores	2,893	$1,350,116,182	$1,103,966,152
Moderate	Debary	9,920	$3,241,368,607	$1,798,776,829
Moderate	Deland	14,393	$4,828,128,637	$2,923,508,334
Moderate	Deltona	30,375	$8,169,433,604	$4,035,835,045
Moderate	Edgewater	8,964	$2,519,384,642	$1,420,329,636
Moderate	Holly Hill	5,800	$1,361,329,064	$918,257,259
Moderate	Lake Helen	1,689	$393,647,375	$194,327,113
Moderate	New Smyrna Beach	15,921	$7,558,573,110	$4,981,167,216
Moderate	Oak Hill	1,263	$297,652,301	$162,899,267
Moderate	Orange City	3,354	$1,236,228,469	$839,929,754
Moderate	Ormond Beach	14,772	$5,778,695,551	$3,582,902,957
Moderate	Pierson	810	$154,118,140	$56,040,892
Moderate	Ponce Inlet	2,989	$1,655,563,637	$1,191,977,161
Moderate	Port Orange	22,399	$7,791,882,881	$4,649,882,613
Moderate	South Daytona	5,762	$1,608,002,471	$998,519,879
Moderate	Unincorporated - Northeast	15,536	$5,227,758,862	$3,244,407,793

Moderate	Unincorporated - Silver Sands	2,745	$1,713,146,335	$1,309,887,634
Moderate	Unincorporated - Southeast	9,184	$1,758,930,289	$841,658,194
Moderate	Unincorporated - Westside	35,298	$7,479,184,708	$3,593,309,755
Low	Daytona Beach	747	$530,545,157	$238,590,165
Low	Daytona Beach Shores	4,172	$1,562,586,675	$1,282,789,651
Low	Debary	1,339	$373,434,741	$232,160,537
Low	Deland	1,141	$377,415,088	$145,436,734
Low	Deltona	4,876	$1,147,809,284	$548,445,778
Low	Edgewater	3,306	$831,842,929	$433,342,933
Low	Holly Hill	180	$42,526,903	$27,647,622
Low	New Smyrna Beach	2,813	$1,061,141,079	$612,135,406
Low	Oak Hill	493	$95,609,757	$34,729,020
Low	Orange City	954	$525,873,104	$297,400,216
Low	Ormond Beach	5,421	$2,372,164,665	$1,609,183,009
Low	Pierson	22	$2,644,082	$1,590,126
Low	Ponce Inlet	378	$137,595,600	$106,466,095
Low	Port Orange	2,151	$976,911,461	$611,499,955
Low	Unincorporated - Northeast	3,010	$1,067,953,541	$659,959,894
Low	Unincorporated - Southeast	2,681	$991,431,484	$637,550,426
Low	Unincorporated - Westside	1,457	$252,536,634	$124,140,462

Source: ECFRPC, Volusia County Property Appraiser Data (2024), U.S. Forest Service. Some properties were not provided with a land use code by VCPAO.

6.16 CIVIL DISTURBANCE

Vulnerability

The overall vulnerability of civil disturbances in Volusia County is low as there is no major political critical infrastructure like those of Tallahassee. While moderate human impact is possible, civil disorder can spread quickly and disrupt the public's confidence in the jurisdictions' governance. There are no major civil disturbances recorded, but all jurisdictions of Volusia County are vulnerable to civil disorder. The infrastructure most vulnerable is those around municipal buildings. The City of Deland is most vulnerable due to the municipal complex hosting many of the county-wide departments.

Impacts

Civil disturbances, while relatively rare, pose a potential risk to public safety, property, and the overall perception of stability in Volusia County. These events typically arise from social, political, or economic grievances and can escalate quickly, resulting in harm to individuals, damage to property, and disruptions to community operations.

The public is the most directly affected by civil disturbances, particularly individuals in the immediate vicinity of the event. Bystanders may be injured or, in severe cases, killed during such incidents. The risk is heightened during large gatherings, such as major NASCAR events, Biketoberfest, or Bike Week, when Volusia County hosts hundreds of thousands of visitors. These annual events spread throughout the county, but are concentrated in cities such as Daytona Beach, Daytona Beach Shores, and Ormond Beach. Civil disturbances during these events could lead to mass casualties, panic, and chaos, straining local emergency response systems.

Private and public properties are at significant risk during civil disturbances. Rioters may engage in vandalism, looting, or arson, causing extensive damage. The financial toll of such actions can reach hundreds of thousands of dollars, disrupting businesses, displacing residents, and burdening local governments with costly repairs. Florida's history includes seven major riots, such as the 1980 and 1982 Miami riots and the 1996 St. Petersburg riots, which highlight the potential for widespread property destruction.

The environment may experience moderate consequences from civil disturbances. Fires resulting from arson can release toxic gases, fumes, and fluids into the air, soil, and water, posing risks to human health and local ecosystems. Additionally, burned vehicles and structures can leave behind hazardous debris that require specialized cleanup and disposal efforts.

Volusia County's program operations are not expected to be significantly disrupted by a civil disturbance. The Volusia County Emergency Operations Center (VCEOC) is a secure facility, designed to maintain continuity of operations even during extreme events. In the event of a large-scale disturbance, mutual aid agreements with neighboring counties can provide additional resources to manage the situation.

Responders face unique challenges during civil disturbances. They must navigate highly volatile situations where they may be targeted by individuals instigating violence. The risk of injury or death is real, requiring responders to exercise extreme caution and rely on specialized training to de-escalate tensions while ensuring public safety.

The impact of civil disturbances on property and infrastructure can be substantial. Homes, businesses, and critical facilities, such as government buildings and transportation hubs, may be damaged or destroyed. Streets may become blocked or impassable, complicating response efforts and further exacerbating the situation.

The economic fallout from a civil disturbance can be severe. Damaged homes and businesses require costly repairs, and disruptions to local commerce may reduce tax revenue. If civil disturbances occur during major tourist events, the county's reputation as a safe destination may suffer, deterring future visitors and negatively impacting the local economy. Businesses reliant on tourism could face prolonged downturns, compounding financial losses.

Public confidence in government can be adversely affected by civil disturbance, particularly if the response is perceived as slow or inadequate. Effective and timely action by law enforcement and emergency management is critical to maintaining trust. Volusia County must demonstrate its capacity to manage such events to reassure residents and visitors that their safety is a priority.

Civil disturbances pose a range of risks, from direct harm to individuals and property to broader economic and social consequences. By leveraging secure facilities like the Volusia County Emergency Operations Center, mutual aid agreements, and specialized training for responders, Volusia County is prepared to address these challenges. Proactive communication and decisive action during a disturbance are essential to mitigating impacts and maintaining public trust.

6.17 MASS MIGRATION

Vulnerability

The overall vulnerability of mass migration in Volusia County and its jurisdictions is low. While lack of affordable housing and community resources could be a concern with mass migration, due to the low probability and lack of physical impacts, Volusia County is not very vulnerable to this hazard. While it is possible people migrating to the county may choose a more urban area to move to such as Daytona Beach, each jurisdiction is equally vulnerable to this possibility.

Impacts

The citizens of Volusia County face minimal direct risk from a mass migration event. However, an influx of migrants, whether due to political upheaval, natural disasters, or humanitarian crises in neighboring regions or countries, could present logistical and social challenges. The likelihood of such an event remains low, but the county must remain prepared to manage a sudden increase in population to ensure the safety and well-being of all residents, including the migrants themselves.

Property within Volusia County would not be directly at risk from a mass migration event. Migrants arriving in the county are unlikely to cause physical damage to homes, businesses, or infrastructure. However, depending on the scale of the event, temporary facilities such as shelters, processing centers, or housing accommodations may need to be established, potentially requiring the repurposing of public spaces or other properties. Additionally, there may be a strain on available affordable housing, spiking up rent prices for existing residents.

The environment would experience minimal impact from a mass migration event. Temporary facilities and increased resource use may place localized stress on certain systems, such as water and waste management, but these effects would likely be short-term and manageable with proper planning and resources. Environmental risks could be mitigated through coordinated efforts to ensure that shelter locations and services are established in environmentally sustainable ways.

Programming operations within the county would also experience minimal disruption. Volusia County Emergency Management Department and other relevant agencies have contingency plans in place to address scenarios involving a sudden population influx. Should the situation exceed local resources, mutual aid agreements with adjacent counties and support from state and federal agencies would ensure that operations continue with minimal interruption.

The public is unlikely to experience significant, direct consequences from a mass migration event, though there may be concerns or perceptions about how the government is managing the situation. With effective communication and transparent planning, the direct impacts on the daily lives of Volusia County residents would remain minimal.

Responding to the event would play a critical role in managing a mass migration event. Law enforcement, public health, and emergency management personnel would be responsible for organizing, processing, screening, and housing the migrant population. Although the physical and mental demands on responders may increase during such an event, their training and preparedness would help ensure the situation is managed effectively and humanely.

The county's economy is unlikely to be significantly impacted by a mass migration event. Migrants are typically transient and may not remain in the county for an extended period. Temporary costs associated with shelter, food, and medical services would likely be covered by state or federal aid. Long-term economic impacts would depend on whether migrants integrate into the local population and contribute to the economy or if the county becomes a hub for repeated migration events.

Public confidence in government could be affected by a mass migration event, particularly if the public perceives that the government is unprepared or inefficient in managing the situation. Delays in organizing processing, screening, or housing for migrants could lead to frustration among residents. To mitigate these risks, Volusia County would need to maintain open and consistent communication with the public, emphasizing its plans and progress in addressing the situation and ensuring that public safety and order are upheld.

Continuity of operations for the county government would not be significantly impacted by a mass migration event. In a larger-scale scenario, mutual aid from surrounding counties, as well as state and federal resources, would provide additional support. The Volusia County Emergency Operations Center would coordinate these efforts to ensure that essential services continue without interruption.

Overall, the consequences of a mass migration event for property, facilities, and infrastructure in Volusia County would be minimal. Temporary strains on resources and systems may occur, but with proper planning and coordination, these challenges would be manageable. The county's proactive approach to emergency management ensures that any potential impacts from a mass migration event are addressed efficiently and effectively, preserving the safety and well-being of all individuals in the community.

6.18 TERRORISM

Vulnerability

Terrorism remains a persistent and evolving threat, with a wide array of potential impacts ranging from physical destruction and loss of life to disruptions of critical services and public confidence. In Volusia County, these risks are particularly relevant due to its high-profile events, significant agricultural sector, and increasing reliance on digital infrastructure. This assessment examines the vulnerabilities and consequences of various forms of terrorism, including agroterrorism, cyber terrorism, and conventional attacks.

Overall vulnerability to a terrorist attack is moderate within Volusia County and its jurisdictions. Human and property impacts could be severe and widespread depending on the nature of the attack. Because terrorist attacks can take many forms and include many types of weapons, it is difficult to reduce the county's overall vulnerability to these incidents. First response agencies attempt to reduce vulnerability through prevention tactics and intelligence sharing. No jurisdiction in Volusia County is more vulnerable to attack than another.

Impacts

The public faces significant risks in the event of a terrorist attack. Volusia County is home to numerous mass gatherings, such as NASCAR events at Daytona International Speedway, which attract over 100,000 spectators, as well as Bike Week and Biketoberfest, which draw an estimated 500,000 participants annually. These events represent potential targets for terrorism due to their large crowds and national visibility.

The consequences of an attack at such an event could include:

- Serious injuries and fatalities.
- Long-term psychological impacts, including post-traumatic stress disorder (PTSD) and heightened public anxiety about future events.
- Economic impacts due to decreased attendance at events and diminished tourism.

Agroterrorism presents another unique threat to public health. Contamination of agricultural products could introduce pathogens into the food supply, leading to widespread illness and potential fatalities. Such an event would not only harm individuals directly but could also undermine trust in food safety systems.

Property, facilities, and infrastructure are all at risk in a terrorist event. A physical attack involving explosives, arson, or a dirty bomb could result in:

- Extensive damage to buildings and critical infrastructure, including transportation networks, energy facilities, and communication systems.
- Severe financial losses for private businesses and public institutions.
- Long-term closures of impacted facilities, potentially disrupting essential services.

In agroterrorism scenarios, farms and processing facilities could suffer catastrophic losses if disease-causing agents spread among crops or livestock. The costs of containment, eradication, and recovery could be significant, particularly for Volusia County's $781 million agricultural industry.

The environment could suffer both immediate and long-term damage depending on the type of terrorist event:

- **Dirty Bombs and Explosions**: Contamination of air, soil, and water with hazardous materials could render areas uninhabitable for years, requiring costly cleanup efforts.
- **Arson and Large-Scale Fires**: Toxic smoke and fumes could impact air quality, while firefighting runoff could contaminate waterways.
- **Agroterrorism**: Introduction of pathogens or chemicals into agricultural systems could damage ecosystems and potentially spread beyond the initial target area.

Terrorism can severely impact the economy in several ways:

- **Tourism Declines**: Volusia County relies heavily on tourism revenue, particularly from its internationally recognized events. A major attack would likely deter visitors, leading to substantial financial losses for local businesses.
- **Agricultural Losses**: Agroterrorism could devastate the local economy by damaging crops and livestock, disrupting supply chains, and necessitating extensive containment measures.
- **Cyber Terrorism**: If key industries, such as banking, utilities, or retail, were targeted, there could be cascading economic effects due to loss of revenue and reduced consumer confidence.

Cyber terrorism involves the use of digital means to disrupt critical infrastructure, steal sensitive information, or sow chaos. Potential impacts on Volusia County include:

- **Public Impacts**: Extended power outages could lead to food spoilage, loss of refrigeration-dependent medication, and disruptions to life-saving medical devices like oxygen concentrators.
- **Economic Impacts**: Businesses relying on e-commerce or digital payment systems could face significant losses. Additionally, interruptions to public services, such as water or electricity, could result in substantial recovery costs.
- **Public Confidence**: Cyber terrorism targeting essential systems (e.g., water treatment, healthcare, or emergency communication networks) could erode trust in government, particularly if recovery efforts are perceived as slow or ineffective.

While cyber terrorism typically does not cause direct harm to the environment, indirect consequences—such as industrial accidents triggered by compromised control systems—remain a concern.

Public confidence in government could be significantly impacted by any form of terrorism. Perceptions of inadequate preparation, delayed response, or insufficient recovery efforts can erode trust in public institutions. This risk is particularly pronounced in:

- Large-scale attacks, such as those involving mass casualties or significant property damage.
- Agroterrorism incidents that highlight vulnerabilities in the food supply chain.
- Cyber terrorism events that disrupt daily life and expose weaknesses in critical infrastructure.

A proactive and transparent public affairs strategy is essential to maintaining confidence during and after a terrorist event. Efforts should focus on clear communication, visible leadership, and timely updates on response and recovery efforts.

Responders face heightened risks in terrorist events. Physical attacks may involve secondary explosive devices or hazardous conditions, while agroterrorism and cyber terrorism may expose responders to novel threats, such as contaminated materials or compromised communication systems. Ensuring responder safety requires:

- Access to specialized training and equipment.
- Clear protocols for identifying and mitigating risks in dynamic and dangerous environments.
- Coordination with mutual aid partners and state-level resources.

Continuity of operations for Volusia County is generally robust due to the secure design of the Volusia County Emergency Operations Center. However, certain scenarios could present challenges:

- **Direct Attack on VCEOC**: Although unlikely, a direct attack could necessitate a temporary relocation to the alternate EOC.
- **Cyber Terrorism**: Disruptions to digital systems could temporarily affect access to information or communication channels. However, redundancies and mutual aid agreements are in place to minimize these effects.

Terrorism represents a complex and multifaceted threat to Volusia County, with the potential to impact public safety, property, the environment, and the economy. While the likelihood of an event is difficult to predict, ongoing investments in preparedness, training, and public awareness are essential for mitigating risks and ensuring resilience. Whether facing agroterrorism, cyber terrorism, or a conventional attack, Volusia County is committed to protecting its residents, preserving its resources, and maintaining public trust.

6.19 COASTAL OIL SPILL

Vulnerability

A coastal oil spill could significantly impact public health, particularly for individuals with pre-existing respiratory conditions. Exposure to fumes and airborne contaminants near the coastline may exacerbate these issues, prompting the Volusia County Health Department and Environmental Management to closely monitor air, water, sediment, and waste generated during cleanup operations. Although these efforts would mitigate health risks to the public, some localized impacts are inevitable for those in proximity to the affected areas. The most vulnerable areas are along major waterways that support transport ships, such as Ormond Beach, Holly Hill, Daytona Beach Shoes, Ponce Inlet, and New Smyrna Beach.

Impacts

While property is not typically at direct risk from an oil spill, contamination of docks, boats, and other coastal facilities is possible if the spill enters waterways such as the Ponce de Leon Inlet. This could require extensive cleaning and decontamination efforts to restore usability and prevent further environmental harm.

The environment, however, faces the greatest risk in the event of a coastal oil spill. Sensitive ecosystems, including turtle nesting sites, estuaries, and nearshore marine habitats, could suffer long-lasting damage. Sand and sediment along the beaches would be heavily contaminated, requiring labor-intensive cleanup and rehabilitation to restore the natural environment. The ecological consequences of an oil spill could linger for years, disrupting the delicate balance of marine and coastal ecosystems.

Although program applications within the county are not likely to be adversely affected by a coastal oil spill, responders tasked with addressing the spill face considerable challenges. The use of personal protective equipment (PPE) is essential to prevent exposure to hazardous materials, and the physically demanding nature of cleanup operations adds an additional layer of complexity. Coordination between local, state, and federal agencies will be critical to ensure the safety and effectiveness of the response effort.

Continuity of operations within Volusia County would remain largely intact, as the spill's direct effects are unlikely to extend beyond the immediate coastal zone. However, economic and social disruptions could strain government resources and necessitate long-term recovery planning. The economic ramifications of a coastal oil spill would be severe. Tourism—a cornerstone of Volusia County's economy—would likely grind to a halt as visitors avoid beaches perceived to be contaminated. The charter fishing industry, another vital economic sector, would be devastated as fish stocks and marine habitats are impacted. Many businesses along the coastline may face permanent closure due to prolonged loss of revenue, and the county's tax base could shrink significantly, compounding the financial strain on recovery efforts.

Public confidence in government would also be tested during a coastal oil spill event. The protracted nature of cleanup and environmental restoration, which could take months or even years, would likely frustrate residents and stakeholders. Effective communication from the Volusia County Public Information Office (PIO) would be essential to maintaining public trust. By providing consistent updates and demonstrating transparent collaboration between government agencies and private industry, officials could reassure the public that every effort is being made to address the spill and restore the county's natural and economic resources.

In conclusion, while a coastal oil spill may have minimal immediate effects on most residents and infrastructure, the long-term environmental, economic, and public confidence impacts could be profound. Preparing for such an event through detailed planning, interagency coordination, and robust public communication strategies will be vital to mitigating its consequences.

6.20 CRITICAL INFRASTRUCTURE FAILURE

Vulnerability

Critical infrastructure failure refers to the disruption of essential services such as drinking water, stormwater and wastewater systems, electric power, transportation, supply chains for food and fuel, and communication networks. These systems are vital to maintaining public health, safety, and economic stability. Failures in these systems are often caused by cascading emergencies like natural disasters, such as hurricanes or floods, or man-made events, including terrorism and cyberattacks. In urbanized areas of Volusia County, where the population is highly dependent on these systems, disruptions have the potential to affect more than half of the population, with the most severe cases resulting in widespread county-wide impacts. Those most vulnerable are Deltona, Port Orange, Daytona Beach, and Ormond Beach. The risks are further exacerbated by climate change, which is increasing the frequency and intensity of extreme weather events.

The overall vulnerability of Seminole County and its jurisdictions to critical infrastructure disruption is medium. Because critical infrastructure failure can be caused by many different forces, it is one of the hazards with the highest vulnerability. Severe weather, tropical cyclones, tornadoes, and geomagnetic storms are just some examples of harmful incidents that may cause a disruption.

The power grid is among the most critical and vulnerable pieces of infrastructure in Volusia County. Utility substations and transmission lines near coastal and urban areas, such as Daytona Beach, Deltona, and Ormond Beach, are particularly at risk. High winds and storm surges associated with hurricanes can lead to widespread power outages, while aging infrastructure is susceptible to overheating during peak demand periods in the hot summer months. Water and wastewater systems are similarly vulnerable, particularly those located in flood-prone areas like the St. Johns River Basin. Flooding from severe storms can disrupt water treatment operations, resulting in water contamination or sewage overflows. Rising sea levels pose a long-term threat to coastal water facilities.

Impacts

Transportation systems in Volusia County are also at significant risk. Major highways like I-95 and I-4, along with bridges, railroads, and the Daytona Beach International Airport, could be disrupted by extreme weather events such as high winds and flooding. Proximity to water systems, including the Halifax River and the Intracoastal Waterway, increases the vulnerability of transportation infrastructure to storm surges. Similarly, communication networks, including cellular towers, fiber optic lines, and data centers in urban hubs, are susceptible to physical damage from hurricanes and flooding, as well as cyberattacks.

Environmental impacts from critical infrastructure failures can be severe. Disruptions to wastewater facilities may result in untreated sewage spills, contaminating rivers, lakes, and coastal waterways, which can harm aquatic ecosystems and degrade water quality. Stormwater management systems may also fail during prolonged power outages, leading to localized flooding and habitat destruction. Additionally, increased reliance on backup generators during power outages can contribute to air pollution.

The economic consequences of critical infrastructure failures are significant. Prolonged outages can result in the closure of businesses, disrupt tourism, and interrupt supply chains, with Daytona Beach's event-driven economy particularly susceptible. Repairing damaged infrastructure can cost millions, placing a

strain on local budgets. Furthermore, frequent failures may lead to increased insurance premiums for businesses and residents alike.

Social impacts are equally concerning. Interruptions in water treatment can lead to the spread of waterborne diseases, while power outages during extreme heat can exacerbate heat-related illnesses. Transportation failures may isolate communities, preventing access to essential services such as medical care. Vulnerable populations, including the elderly, disabled, and low-income residents, are disproportionately affected by such disruptions, further exacerbating existing social inequities.
Emergency managers and first responders face significant challenges during critical infrastructure failures. Damage to roadways and communication systems can delay response times and hinder coordination efforts. Prolonged failures often require an extended deployment of resources, potentially overloading emergency services. Responders are also at risk of exposure to hazardous environments, such as contaminated water and extreme heat, while working to restore infrastructure and assist affected residents. Community outreach efforts are essential to educate residents about emergency preparedness and available resources, thereby enhancing overall resilience to infrastructure failures.

6.21 HAZMAT / INDUSTRIAL INCIDENT

Vulnerability

The citizens of Volusia County face daily risks from hazardous materials (HAZMAT) due to the presence of both fixed and mobile sources. These include industrial facilities, railroads, highways, and even potential intentional uses such as terrorism. With two major interstate highways, two significant rivers, and two railroads running through the county, HAZMAT incidents are a constant possibility. While most of these involve minor petroleum spills or sewage discharges, the potential exists for far more severe events. Overall vulnerability of hazardous materials incidents is low in Volusia County and its jurisdictions. Citizens may encounter risks from hazardous materials at schools, in their homes, on roadways, through their food supply, or at public venues such as stadiums and other large gathering spaces. While the spatial extent of these incidents would likely be low, the impact on humans could be substantial. The consequences of a hazardous material incident could range from illness and injury to death, with the most severe incidents—such as radiological releases or large-scale explosions—possibly leading to the displacement of residents for extended periods until cleanup is complete. Having major bodies of water such as Tomoka River, Halifax River, and the St. Johns River also leaves room for vulnerability because some hazardous materials may be spread through the waterways.

Property in Volusia County is highly vulnerable to hazardous materials incidents. Chemical spills, explosions, or acts of bioterrorism could devastate individual homes, businesses, and critical infrastructure. Structural damage from explosions or corrosive chemical exposure can leave properties uninhabitable or in need of significant repair. Hazardous materials may also erode or corrode infrastructure such as roads, bridges, and pipelines, further compounding recovery challenges. Even in less catastrophic cases, incidents such as traffic accidents involving hazardous materials can result in destruction of vehicles, roadways, and signage.

Impacts

The environment is particularly susceptible to the harmful effects of hazardous materials, whether the release is accidental, intentional, or natural. These materials can rapidly spread through air, water, and the food supply, contaminating ecosystems and threatening both human and wildlife populations. Sensitive habitats, such as wetlands and coastal areas, could be irreparably damaged. Cleanup efforts can take days, weeks, months, or even years, and in some cases, environmental recovery may never fully restore the original ecosystem balance.

While the Volusia County Emergency Operations Center itself is not located near major hazardous materials facilities, its operations could be impacted in extreme cases. For instance, in the event of significant structural damage or service disruptions, staff may need to relocate to its alternate site as outlined in the Volusia County Emergency Management Department COOP. Despite these risks, the county's environmental management teams, in coordination with Fire Services HAZMAT units, are prepared to respond to large-scale incidents.

Volusia County has a HazMat team available to respond. Responders are at the forefront of mitigating the impacts of HAZMAT incidents. Specialized teams, including HAZMAT, Radiological Material (RMAT), and Explosive Ordnance Disposal (EOD) units, are trained and equipped to manage these complex situations. Protective gear and specialized equipment are vital to ensure their safety as they identify hazardous materials, mitigate risks, and oversee cleanup efforts. Despite their training, responders remain at risk due

to the unpredictable nature of these incidents and the potential for secondary hazards such as fires or explosions.

The economic consequences of a HAZMAT incident in Volusia County could vary widely depending on the scale of the event. While smaller incidents may disrupt transportation or local industries temporarily, larger events—such as a chemical facility disaster or a radiological release—could result in long-term economic strain. The BP oil spill in 2011, which cost approximately $40 billion to address, serves as an extreme example of the potential financial toll of such events. Even less catastrophic incidents can lead to costly disruptions if key transportation routes or industries are forced to shut down.

Public confidence in the local government may also be tested by a HAZMAT incident. Smaller, localized events are unlikely to affect the public's trust, as these are relatively common and manageable occurrences. However, a large-scale chemical or radiological release, or an incident involving terrorism, could erode public confidence in the government's ability to protect its citizens. In such cases, the Volusia County leadership must prepare to launch a robust public information campaign through its website and social media channels, ensuring transparent communication and providing timely updates on the response and recovery efforts.

In conclusion, while Volusia County is prepared to handle the frequent minor HAZMAT incidents that occur, the potential for a large-scale event remains a significant concern. Proactive planning, coordinated response efforts, and clear communication are essential to mitigating the risks and consequences of hazardous materials incidents on the public, property, environment, and economy.

6.18 CONCLUSIONS ON HAZARD VULNERABILITY

Volusia County is vulnerable to a wide array of hazards spanning natural, manmade, and technological categories, each presenting unique risks and requiring tailored mitigation and preparedness strategies. Assessing vulnerabilities across these diverse hazards is essential to building a safer, more resilient community.

- **Improved Understanding for All Hazards:**
  Analyzing vulnerabilities provides a clearer picture of who and what is at risk for each hazard type. For example:
  - **Natural Hazards:** Understanding flood-prone areas and vulnerable coastal regions allows for targeted mitigation like enhanced stormwater management, improved floodplain regulations, and strengthened coastal infrastructure. Similarly, identifying populations at risk from extreme temperatures or public health emergencies helps tailor outreach and response efforts.
  - **Manmade Hazards:** Civil disturbances, mass migration, and terrorism require assessments of social dynamics, key facilities, and potential response bottlenecks. For example, mapping critical facilities and public spaces allows emergency managers to better plan for security, evacuation, and resource allocation.
  - **Technological Hazards:** Evaluating risks from coastal oil spills, hazardous materials incidents, and industrial accidents ensures that high-risk areas, particularly those near industrial zones or transportation corridors, are prioritized for safety inspections and emergency planning.

By improving understanding across these hazard categories, Volusia County can enhance risk awareness among stakeholders and better align resources to the most pressing needs.

- **Baseline for Policy Development and Strategic Planning:**
  A comprehensive vulnerability assessment serves as the foundation for creating effective policies and mitigation plans. For instance:
  - For **rising coastal waters and coastal erosion**, the assessment may inform zoning policies that restrict development in highly vulnerable areas or incentivize green infrastructure solutions to stabilize shorelines.
  - For **drought and agriculture**, policies that promote sustainable water use and crop diversification can be informed by understanding long-term climate trends and agricultural vulnerabilities.
  - For **technological hazards**, findings can influence regulations to enhance safety standards for industrial facilities or mandate periodic safety drills for oil transport and hazardous materials handling.

These informed policies can reduce risks, improve land-use decisions, and foster greater resilience in the face of evolving threats.

- **Risk Comparison for Balanced Mitigation Efforts:**
  Assessing vulnerabilities across all hazard types enables the county to compare risks and prioritize mitigation measures. For example:

  - Coastal and flood-prone areas might see investments in seawalls or elevating infrastructure, while inland areas might benefit from improved wildfire prevention strategies and drought-resistant infrastructure.
  - **Public health emergencies**, such as pandemics, might require investments in healthcare infrastructure, while terrorism or civil disturbance risks may necessitate enhanced security measures and community engagement initiatives.

This comparative approach ensures that resources are allocated equitably and effectively, allowing the county to address both high-impact, high-frequency hazards like severe weather and tropical cyclones, as well as lower-probability but potentially devastating events like terrorism or industrial incidents.

- **Enhancing Emergency Management Capabilities:**
  Vulnerability assessments also identify gaps in current capabilities, enabling targeted improvements. For example:
  - Understanding response times and challenges in rural areas supports enhancements in wildland fire management and tornado response strategies.
  - Identifying critical infrastructure at risk of failure ensures redundancy and continuity planning for essential services.
  - Highlighting social vulnerabilities, such as lower-income or elderly populations, support targeted outreach, evacuation planning, and sheltering options.

By strengthening emergency management capabilities, Volusia County can reduce disaster impacts, speed recovery, and build public confidence in its resilience strategies.

In summary, assessing vulnerabilities across Volusia County's full hazard profile is a cornerstone of effective disaster mitigation. It provides clarity on risks, informs strategic policy development, and supports equitable resource allocation. These efforts are critical to ensure the county's ability to withstand, adapt to, and recover from a wide range of threats, safeguarding the well-being of its residents and the environment.

SECTION 7 – CAPABILITY ASSESSMENT

This section of the Plan discusses the capability of Volusia County and the participating municipal jurisdictions to implement hazard mitigation activities. It consists of the following four subsections:

- **What is a Capability Assessment?**
- **Conducting the Capability Assessment**
- **Capability Assessment Findings**
- **Public Capability Assessment**
- **Existing County-Wide Efforts**
- **Conclusions of the Capability Assessment**

7.1 WHAT IS A CAPABILITY ASSESSMENT?

The purpose of conducting a capability assessment is to determine the ability of a local jurisdiction to implement a comprehensive mitigation strategy, and to identify potential opportunities for establishing or enhancing specific mitigation policies, programs or projects.[1] As in any planning process, it is important to try to establish which goals, objectives and/or actions are feasible, based on an understanding of the organizational capacity of those agencies or departments tasked with their implementation. A capability assessment helps to determine which mitigation actions are practical and likely to be implemented over time, given the local government's planning and regulatory framework. This capability assessment also highlights the positive mitigation measures already in place, or being implemented at the local government level, which should continue to be supported and enhanced through future mitigation efforts.

The capability assessment completed for Volusia County and its jurisdictions serves as a critical planning step and an integral part of the foundation for designing an effective multi-jurisdictional hazard mitigation strategy. The *Capability Assessment* helps identify and target meaningful mitigation actions for incorporation in the *Mitigation Strategy* portion of the Hazard Mitigation Plan. It helps establish the goals and objectives for the Volusia County Region to pursue under this Plan and ensures that those goals and objectives are realistically achievable under given local conditions.

7.2 CONDUCTING THE CAPABILITY ASSESSMENT

In order to facilitate the inventory and analysis of local government capabilities throughout Volusia County, a detailed *Capability Assessment Survey*[2] was distributed to Volusia County staff and to staff from participating local municipal jurisdictions. The survey questionnaire, which was completed by applicable local government officials, requested information on a variety of "capability indicators" such as existing

[1] While the Interim Final Rule for implementing the Disaster Mitigation Act of 2000 does not require a local capability assessment to be completed for local hazard mitigation plans, it is a critical step to develop a mitigation strategy that meets the needs of each jurisdiction while taking into account their own unique abilities. The Rule does state that a community's mitigation strategy should be "based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools" (44 CFR, Part 201.6(c)(3)).

[2] The *Capability Assessment Survey* instrument used to assess county and municipal capabilities is available through Volusia County upon request.

local plans, policies, programs or ordinances that contribute to and/or hinder the community's ability to implement hazard mitigation actions.

At a minimum these survey results provide an inventory of existing local plans, ordinances, programs and resources in place or under development in addition to their overall effect on hazard loss reduction. The survey instrument thereby not only helps accurately assess each jurisdiction's degree of local capability, but also serves as a good source of introspection for those jurisdictions wishing to improve their capability. The identification of opportunities and specific actions to be proposed as part of the community's mitigation strategy often develops as an outcome of completing a capability assessment.

7.3 CAPABILITY ASSESSMENT FINDINGS

The findings of the capability assessment are summarized in this Plan to provide insight into the capacity of Volusia County and the participating jurisdictions to implement hazard mitigation activities. All information is based upon the responses provided by local government officials to the *Capability Assessment Survey*.

7.3.1 Planning and Regulatory Capability

Planning and regulatory capability is based on the implementation of plans, ordinances and programs that demonstrate a local jurisdiction's commitment to guiding and managing growth, development and redevelopment in a responsible manner while maintaining the general welfare of the community. It includes emergency response and mitigation planning, comprehensive land use planning and transportation planning in addition to the enforcement zoning or subdivision ordinances and building codes that regulate how land is developed, and structures are built, as well as protecting environmental, historic and cultural resources in the community. Although some conflicts can arise, these planning initiatives generally present significant opportunities to integrate hazard mitigation principles and practices into the local decision-making process.

This assessment is designed to provide a general overview of the key planning and regulatory tools or programs in place or under development for Volusia County and the participating jurisdictions, along with their potential effect on loss reduction. This information will help identify opportunities to address existing gaps, weaknesses or conflicts with other initiatives in addition to integrating the implementation of this Plan with existing planning mechanisms, where appropriate.

Section 7: Table 1 provides a summary of the relevant local plans, ordinances and programs already in place or under development for Volusia County and the participating jurisdictions. An (x) mark indicates that the given item is currently in place and being implemented by the local jurisdiction, or that it is currently being developed for future implementation. A more detailed discussion on each jurisdiction's planning and regulatory capability follows, along with the incorporation of additional information based on the narrative comments provided by local officials in response to the survey questionnaire.

Following the inventory of local plans, programs and policies is a description of each element upon which the local jurisdiction's capability score was based.

SECTION 7: CAPABILITY ASSESSMENT

Section 7: Table 1: Relevant Plans, Ordinances and Programs

Jurisdiction	Local Mitigation Strategy	Comprehensive Land Use Plan	Floodplain Management Plan*	Open Space Management Plan	Stormwater Management Plan	Natural Resource Protection Plan	Flood Response Plan	Emergency Operations Plan	Continuity of Operations Plan	Evacuation Plan	Disaster Recovery Plan	Economic Development Plan	Historic Preservation Plan	Floodplain Ordinance (or Flood Damage Prevention Ordinance)	Zoning Ordinance	Subdivision Ordinance	Unified Development Ordinance	Post-disaster Redevelopment /Reconstruction Ordinance	Building Code Effectiveness Grading Schedule (BCEGS)	Fire Code	National Flood Insurance Program	NFIP Community Rating System	Vulnerability Assessment
Daytona Beach	X	X	X		X		X	X		X	X	X	X	X	X	X	X	X		X	X	X	X
Daytona Beach Shores	X	X	X		X			X						X	X				X	X	X	X	X
DeBary	X	X	X	X	X	X	X	X	X		X	X		X	X	X				X	X		
Deland	X	X	X		X		X	X	X	X	X		X	X	X	X	X	X	X	X	X		
Deltona	X	X	X	X	X		X	X	X	X	X	X	X	X	X		X			X	X		
Edgewater	X	X	X		X		X	X		X		X		X	X					X	X	X	
Holly Hill	X	X	X		X	X		X	X	X	X	X		X	X	X	X			X	X	X	X
Lake Helen	X	X	X		X	X		X		X				X	X	X	X			X	X		
New Smyrna Beach	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X	X		X	X	X	X	
Oak Hill	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		
Orange City	X	X	X	X	X	X		X	X				X	X	X	X				X	X		X
Ormond Beach	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Pierson	X	X	X					X		X					X	X				X	X		
Ponce Inlet	X	X	X	X	X	X	X	X	X	X	X		X	X	X				X	X	X	X	X
Port Orange	X	X	X		X			X	X	X		X		X	X	X	X		X	X	X	X	
South Daytona	X	X	X	X	X	X	X	X	X	X	X			X	X	X			X	X	X	X	X
Volusia County	X	X	X			X	X	X	X	X	X	X	X		X					X	X	X	X

SECTION 7: CAPABILITY ASSESSMENT

The project team at the East Central Florida Regional Planning Council developed the Local Mitigation Strategy with numerous resources, including existing plans, technical information and mapping software.

ESRI ArcGIS software and HAZUS was used to develop vulnerability profiles for the hazards covered throughout this report. Data collection by the project team included municipal critical facilities, stormwater facilities and lift/pump stations, as well as parcel data collected from the Volusia County Property Appraiser. Numerous GIS files were also downloaded from Volusia County I.T. for consideration, research, and use.

Technical plans were also reviewed for consistency with the Local Mitigation Strategy. This primarily included the county's Integrated Floodplain Management Plan, which was reviewed and updated alongside the 2025 LMS. The data collection, data analysis and risk profile methodologies used for the Local Mitigation Strategy and the Floodplain Management Plan are identical. The additional plans listed on the previous page **Section 7: Table 1: Relevant Plans, Ordinances and Programs**, including the Volusia County Continuation of Operations Plan and others, were also reviewed as made available.

Technical information was collected primarily from the Volusia County Emergency Management Department and the National Climatic Data Center, which compiles countywide reports on past hazard events, estimated losses, and other critical information for tracking the County's vulnerabilities.

7.3.2 Emergency Management

Hazard mitigation is widely recognized as one of the four primary phases of emergency management. Other phases include preparedness, response and recovery. Each phase is interconnected with hazard mitigation as **Section 7: Figure 1** suggests. Planning for each phase is a critical part of a comprehensive emergency management program and a key to the successful implementation of hazard mitigation actions. As a result, the *Capability Assessment Survey* asked several questions regarding emergency management plans in order to assess the jurisdiction's willingness to plan and their level of technical planning proficiency.

Section 7: Figure 1: The Phases of Emergency Management

Local Mitigation Strategy (LMS): Also called a hazard mitigation plan, the local mitigation strategy represents a community's blueprint for how it intends to reduce the impact of natural and human-caused hazards on people and the built environment. The essential elements of a local mitigation strategy include a risk assessment, capability assessment, mitigation strategy and the mitigation projects list.

- Volusia County and its jurisdictions developed the first version of their local mitigation strategy in 1999 (adopted 2000) and updated the plan in 2009,2014, and 2019. The plan is currently undergoing a revision that will be completed in January 2025.

Disaster Recovery Plan: A disaster recovery plan serves to guide the physical, social, environmental and economic recovery and reconstruction process following a disaster. In many instances, hazard mitigation principles and practices are incorporated into local disaster recovery plans with the intent of capitalizing on opportunities to break the cycle of repetitive disaster losses.

- A potential mitigation action that should be considered is for all participating jurisdictions to develop their own disaster recovery plan that would incorporate mitigation opportunities into the disaster recovery process.

Emergency Operations Plan: An emergency operations plan outlines responsibility and the means by which resources are deployed to respond to an emergency or disaster. Many communities choose to update their emergency operations plan before events occur to better prepare for future disasters. This is an example of hazard mitigation.

- Volusia County Emergency Management maintains the emergency operations plan that also covers their respective jurisdictions. In general, emergency operations planning has been determined to have a moderate effect on loss reduction, as its emphasis focuses on preparedness and response operations rather than hazard mitigation activities.

Continuity of Operation Plan: A continuity of operations plan establishes a chain of command line of succession, and plans for backup or alternate emergency response resources in case of an extreme emergency. Developing a continuity of operation plan is an example of hazard mitigation.

- Each of the other jurisdictions is encouraged to consider preparing their own continuity of operations plans as a possible mitigation action for inclusion this Plan.

7.3.3 General Planning

The implementation of hazard mitigation activities should involve agencies and individuals beyond the emergency management profession. Other stakeholders may include local planners, public works officials, economic development specialists and others. Because in many instances, concurrent local planning efforts help achieve or complement hazard mitigation goals, even though they are not specifically designed as such, the *Capability Assessment Survey* asked questions regarding each jurisdiction's general planning capabilities and the degree to which hazard mitigation is integrated into other ongoing planning efforts.

Comprehensive Land Use Plan: A comprehensive land use plan establishes the overall vision for a community and serves as a guide for future governmental decision making. Typically, a comprehensive plan is comprised of a summary of current and expected demographic conditions, land use, transportation elements and community facilities. Given the broad nature of the plan and its regulatory standing in many communities, the integration of hazard mitigation measures into the comprehensive plan can greatly enhance the likelihood of achieving risk reduction goals, objectives and actions.

- All jurisdictions within the region have a comprehensive land use plan as required by state law.

Capital Improvements Plan: A capital improvements plan guides the scheduling of spending for public improvement projects. A capital improvements plan can serve as an important mechanism to guide future development away from identified hazard areas. Limiting public spending in hazardous areas is one of the most effective long-term mitigation actions available to local governments.

- Volusia County has a Capital Improvements Element (CIE) that is part of the Comprehensive Plan. The Capital Improvement Plan should be considered a local funding source for mitigation projects recommended as part of the Local Mitigation Strategy and the implementation of those actions will help to reduce disaster damages.

Historic Preservation Plan: A historic preservation plan is intended to preserve historic structures or districts within a community. An often overlooked aspect of the historic preservation plan is the assessment of buildings and sites located in areas subject to natural hazards to include the identification of the most effective way to reduce future damages.[3] This may involve retrofitting or relocation techniques that account for the need to protect buildings that do not meet current building standards or are within a historic district that cannot easily be relocated out of harms way.

Zoning Ordinances: Zoning dictates the means by which land use is controlled by a local government. As part of a community's police power, zoning is used to protect the public health, safety and welfare of those within a given jurisdiction. A zoning ordinance is the mechanism through which zoning is implemented. Since zoning regulations enable municipal governments to limit the type and density of development, it can serve as a powerful tool, especially when applied in identified hazard areas.

Subdivision Ordinances: A subdivision ordinance is generally intended to regulate the development of housing, commercial and industrial uses, including associated public infrastructure, as land is subdivided into buildable lots for sale or future development. Subdivision design that accounts for natural hazards can dramatically reduce the exposure of future development.[4]

Building Codes, Permitting and Inspections: Building Codes regulate construction standards. In many communities' permits must be issued and inspections of work must take place for new construction. Decisions regarding the adoption of building codes (that account for hazard risk), the type of permitting process required both before and after a disaster, and the enforcement of inspection protocols all affect the level of hazard risk faced by a community. All Volusia County jurisdictions have adopted and enforce the Florida Building Code.

The adoption and enforcement of building codes by local jurisdictions is routinely assessed through the Building Code Effectiveness Grading Schedule (BCEGS) program developed by the Insurance Services Office, Inc. (ISO).[5] Under the BCEGS program, ISO assesses the building codes and enforcement of these codes in a particular community, with special emphasis on mitigation of losses from natural hazards. The results of BCEGS assessments are routinely provided to ISO's member private insurance companies, which in turn may offer ratings credits for new buildings constructed in communities with strong BCEGS classifications. The concept behind this is that communities with well-enforced, up-to-date codes should have fewer losses, and insurance rates can reflect that in these communities.

In conducting the assessment ISO collects information related to personnel qualifications and continuing education, as well as the number of inspections performed per day. This type of information, combined with local building codes, is used to determine a grade for that jurisdiction. The grades range from 1 to 10, with the lower grade being more ideal. A BCEGS grade of 1 represents exemplary commitment to building code enforcement, and a grade of 10 indicates less than minimum recognized protection. **Section**

[3] See Protecting the Past from Natural Disasters. 1989. Nelson, Carl. National Trust for Historic Preservation: Washington D.C.
[4] For additional information regarding the use of subdivision regulations in reducing flood hazard risk, see Subdivision Design in Flood Hazard Areas. 1997. Morris, Marya. Planning Advisory Service Report Number 473. American Planning Association: Washington D.C.
[5] Participation in BCEGS is voluntary and may be declined by local governments if they do not wish to have their local building codes evaluated.

7: Table 3 lists the BCEGS ratings for the jurisdictions within Volusia County that identified their rating to the planning team.

Section 7: Table 2: BCEGS Ratings in the Region

JURISDICTION	BCEGS RESIDENTIAL RATING	BCEGS COMMERCIAL RATING	YEAR LAST RATED
Daytona Beach		3	
Daytona Beach Shores	3	3	
Lake Helen	4	4	2000
New Smyrna Beach	4	3	2023
Ormond Beach	3	3	2004
Ponce Inlet	4	3	
Port Orange	4	3	2020
South Daytona	3	2	2021

Source: Jurisdictions

7.3.4 Floodplain Management and National Flood Insurance Program (NFIP)

Flooding represents the greatest natural hazard facing the nation. At the same time the tools available to reduce the impacts associated with flooding are among the most developed when compared to other hazard-specific mitigation techniques. In addition to approaches that cut across hazards such as education, outreach, and the training of local officials, the *National Flood Insurance Program* (NFIP) contains specific regulatory measures that enable government officials to determine where and how growth occurs relative to flood hazards. Participation in the NFIP is voluntary for local governments; however, program participation is strongly encouraged by FEMA as a first step for implementing and sustaining an effective hazard mitigation program. It is therefore used as part of this assessment as a key indicator for measuring local capability.

In order for a county or municipality to participate in the NFIP they must adopt a local flood damage prevention ordinance which requires jurisdictions to follow established minimum building standards in the floodplain. These standards require that all new buildings and substantial improvements to existing buildings will be protected from damage by a 100-year flood event, and that new development in the floodplain will not exacerbate existing flood problems or increase damage to other properties.

A key service provided by the NFIP is the mapping of identified flood hazard areas. Once completed, the Flood Insurance Rate Maps (FIRMs) are used to assess flood risk, regulate construction practices and set flood insurance rates.[6] FIRMs are an important source of information to educate residents, government officials and the private sector about the likelihood of flooding in their community. The most recent adopted map is shown in **Section 7: Figure 2**.

[6] https://www.volusia.org/services/public-protection/emergency-management/types-of-disasters/floods/flood-maps.stml

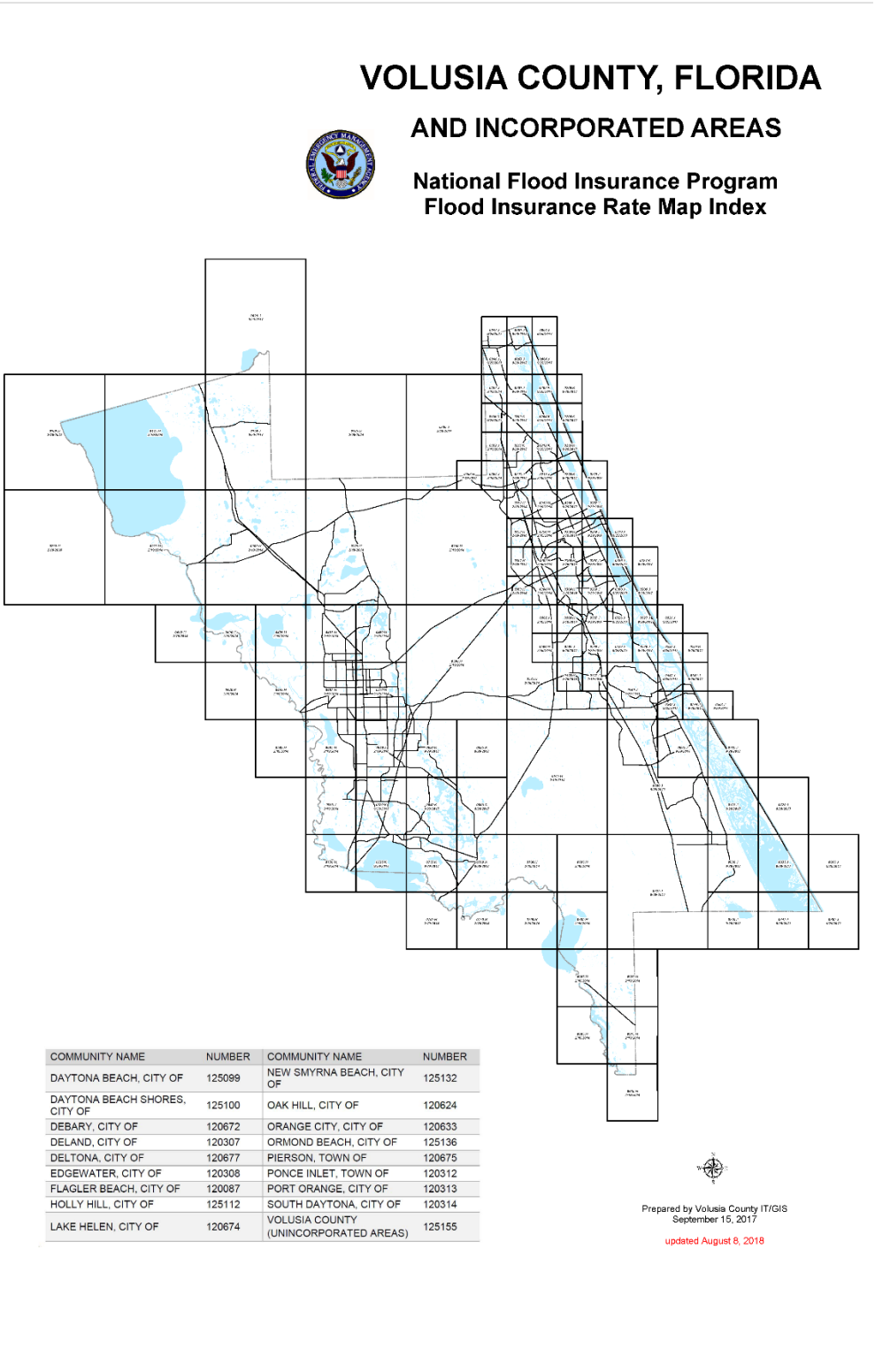
The adoption of the NFIP for each jurisdiction can be found in each adopted land development municipal Code of Ordinances and/or Land Development Code. The following list identifies each participating jurisdiction adoption of NFIP standards.

- Daytona Beach
  - Daytona Beach, FL, Code of Ordinances § 7-4 (2014).
- Daytona Beach Shores
  - Daytona Beach Shores, FL, Code of Ordinances Appendix G, Chapter 10, Article I, Section 10-1 (2013).
- DeBary
  - DeBary, FL, Code of Ordinances Chapter 14, Article II, Division 1, Section 14-33 (2014).
- DeLand
  - DeLand, FL, Code of Ordinances Chapter 11, Article VI, Section 33-61 (2013).
- Deltona
  - Deltona, FL, Code of Ordinances Chapter 90, Article I (2014).
- Edgewater
  - Edgewater, FL, Code of Ordinances Chapter 7, Article I, Section 7 (2014).
- Holly Hill
  - Holly Hill, FL, Code of Ordinances Chapter 94, Article II (2013).
- Lake Helen
  - Lake Helen, FL Code of Ordinances Part I, Article 10.
- New Smyrna Beach
- New Smyrna Beach, FL, Part II Code of Ordinances Chapter 26, Article VIII (2014).
- Oak Hill
  - Oak Hill, FL, Code of Ordinances Chapter 24, Article VII (2013).
- Orange City
  - Orange City, FL, Code of Ordinances Chapter 5, Article I, Section 5.2 (2009).
- Ormond Beach
  - Ormond Beach, FL, Land Development Code Chapter 3, Article II, Section 3-20 (2013).
- Pierson
  - Pierson, FL, Code of Ordinances Chapter 9, Article IV, Division 2, Section 9-162 (2014).
- Ponce Inlet
  - Ponce Inlet, FL, Code of Ordinances Part IV, Chapter VI (2017).
- Port Orange
  - Port Orange, FL. Land Development Code Chapter 8, Article I, Section 1 (2014).
- South Daytona
  - South Daytona, FL, Land Development Code Section VII, Section 7.2 (2017).
- Volusia County
  - Volusia County, FL Code of Ordinances Chapter 72, Article III, Division 7 (2013).

Additionally, the local codes and regulations identify the implementation and enforcement of the local floodplain management regulations to regulate and permit development with SFHAs. Refer to the individual participating jurisdictional code for further information. A designated point of contact to assist with understanding these regulations is the County's Community Rating Systems Coordinator. Volusia County and its jurisdictions currently do not have a substantial improvement/substantial damage provisions of their floodplain management regulations after an event. This process is still under review as

of 2024. The County is currently underway in building a Standard Operating Procedure for a substantial damage plan.

Section 7: Figure 2: FEMA DFIRM Panel Map. Last updated August 8, 2018[7]



[7] https://volusiacountyfl.maps.arcgis.com/apps/instant/basic/index.html?appid=a12bb2c92372450ca1712a0651815b5f

An additional indicator of floodplain management capability is the active participation of local jurisdictions in the *Community Rating System* (CRS). The CRS is an incentive-based program that encourages counties and municipalities to undertake defined flood mitigation activities that go beyond the minimum requirements of the NFIP, adding extra local measures to provide protection from flooding. All of the 18 creditable CRS mitigation activities are assigned a range of point values. As points are accumulated and reach identified thresholds, communities can apply for an improved CRS class. Class ratings, which run from 10 to 1, are tied to flood insurance premium reductions. As class ratings improve (the lower the number the better), the percent reduction in flood insurance premiums for NFIP policyholders in that community increases.

Community participation in the CRS is voluntary. Any community that is in full compliance with the rules and regulations of the NFIP may apply to FEMA for a CRS classification better than class 10. The CRS application process has been greatly simplified over the past several years, based on community comments intended to make the CRS more user friendly, and extensive technical assistance available for communities who request it.

Volusia County and its 16 jurisdictions are all participants in the National Flood Insurance Program (NFIP) and many jurisdictions participate in the Community Rating System (CRS). Compliance with the NFIP is maintained through:

- Jurisdiction participation in the Volusia Prepares Working Group (quarterly)
- Quarterly submittal of Mitigation Initiatives by jurisdiction
- Complying with NFIP through County/Municipal Floodplain Ordinances (exceed CFR-44)
- Compliance with Florida Building Code

Section 7: Table 3: CRS Premium Discounts, By Class

CRS CLASS	PREMIUM REDUCTION
1	45%
2	40%
3	35%
4	30%
5	25%
6	20%
7	15%
8	10%
9	5%
10	None

Section 7: Table 4: CRS Participation in Volusia County (as of 11/15/2024)

JURISDICTION	CRS CLASSIFICATION	DISCOUNT FOR SFHA
Daytona Beach	5	25%
Daytona Beach Shores	5	25%
DeBary	NA	NA
DeLand	NA	NA
Deltona	9	5%
Edgewater	7	15%
Holly Hill	8	10%
Lake Helen	NA	NA
New Smyrna Beach	5	15%
Oak Hill	NA	NA
Orange City	NA	NA
Ormond Beach	5	25%
Pierson	NA	NA
Ponce Inlet	5	25%
Port Orange	5	25%
South Daytona	7	15%
Volusia County	5	25%

Floodplain Management Plan: A floodplain management plan (or a flood mitigation plan) provides a framework for action regarding the corrective and preventative measures put in place to reduce flood-related impacts. Floodplain management plans are similar to hazard mitigation plans except for the fact that they focus solely on flood hazards and identify specific actions to address flooding problems within a jurisdiction.

- All jurisdictions have a floodplain management plan, located within the County FMP.

Stormwater Management Plan: A stormwater management plan is designed to address flooding associated with stormwater runoff. The stormwater management plan is typically focused on design and construction measures intended to reduce the impact of minor urban flooding. Stormwater management plans are an excellent way for local governments to regulate stormwater flow within the jurisdiction and to prevent future stormwater problems.

7.3.5 Gaps and Capability Improvements

Small jurisdictions within Volusia County do not have the necessary resources to expand operations beyond what is needed for day-to-day operations. These municipalities rely on support from the County to develop plans and execute necessary safety measures, particularly in times of disaster. Municipalities such as DeBary, Oak Hill, and Pierson fall into this category. These communities often resort to the County's policies to guide their own.

Municipalities such as Daytona Beach, Deltona, New Smyrna Beach, and Ormond Beach have numerous policies in place to support hazard mitigation efforts as described throughout this report. Cities such as Deland, Edgewater, and Port Orange have more than half of policies listed that support mitigation, but still face serious, ongoing damage from hazards, particularly flooding. Policy gaps and continued development increase the vulnerability to hazards within these jurisdictions.

It is recommended within the next five years that each jurisdiction reviews the existing policies for relevance, adopts additional policies mentioned in this document, and reassess developed or developing areas that are considered high risk as identified in Vulnerability Assessments. If a jurisdiction has not completed a Vulnerability Assessment, this can be accomplished through the Resilient Florida Grant Program.[8] Additionally, within the next five years, all municipalities are encouraged to participate in all LMS quarterly meetings and engage in county-wide resilience working groups to improve their capabilities to respond, mitigate, and recover from disasters.

[8] https://floridadep.gov/rcp/resilient-florida-program/content/resilient-florida-grants

7.4 PUBLIC CAPABILITY ASSESSMENT

As described in Section 2 of the plan, the public engagement sessions and surveys provided insight into residents' capabilities to respond and recover from disasters. The feedback received provides an opportunity for stakeholders to be involved in the planning process.

Residents from the community were invited to the LMS Working Group quarterly meetings, and two public engagement sessions. All residents were encouraged to speak on hazard concerns witnessed in the past five years to provide insight into Volusia County Emergency Management on individual and community level capabilities. The main concern of the public was about hurricane and flooding damage. Key takeaways from the public engagement sessions were:

- Flood mitigation efforts are ad hoc and there is no sole department or person overseeing mitigation efforts.
- There is no true definition of success or metrics on how to measure mitigation efforts to ensure they are working as intended.
- Maintenance and pre-storm preparations do not meet the public's needs for safety and security.
- Local building codes, zoning, and construction practices should be reevaluated to safeguard public confidence.

Additionally, the homeowner surveys collected information on the public's capabilities to respond and recover from disasters. There were 136 responses to this survey. Key takeaways were:

- 82% responded yes to noticing an increase in flood events.
- 49% responded yes to having flood insurance on their property.
- 56% responded no to implementing individual mitigation measures on their property.
- Of the 29% of those who have implemented individual mitigation measures on their property, 29% were landscaping/drainage improvements and 10% installed flood barriers.
- 51% have not implemented individual mitigation measures on their property due to financial setbacks and 20% claimed perceived difficulty.

7.5 EXISTING COUNTY-WIDE EFFORTS

Volusia County has invested resources into various plans and studies prior to this plan's update that contribute towards hazard mitigation and resilience. These plans and studies were reviewed during the update of this plan and discussed during LMS Working Group quarterly meetings by the various stakeholders and departments that completed them. Examples include:

- 2012 Volusia County Sustainability Action Plan
- 2018 East Central Florida Regional Resilience Collaborative
- 2019 East Central Florida Regional Resiliency Action Plan (RRAP)
- 2020 Planning for the Financial, Socio-Economic and Infrastructure-Related Effects of Sea Level Rise on Future Hurricane Storm Surge Intensity Report
- 2021 Resilient Volusia County Phase 2- Adaptation Action Areas Report
- 2023 Enhanced State Hazard Mitigation Plan
- 2024 East Central Florida Regional Risk Assessment
- Florida Statewide Regional Evacuation Study Program Regional Hazard Analysis
- Numerous vulnerability assessments throughout cities and county
- Numerous basin studies throughout cities and county

7.6 CONCLUSIONS OF THE CAPABILITY ASSESSMENT

The capability of Volusia County and the participating jurisdictions varies greatly from jurisdiction to jurisdiction. **Table 7.6** lists the total number of jurisdictions that have plans, ordinances and programs in place or under development.

Section 7: Table 5: Relevant Plans, Ordinances and Programs

Plan, Ordinance or Program	Total Number of Jurisdictions
Local Mitigation Strategy	17
Comprehensive Land Use Plan	17
Floodplain Management Plan	17
Open Space Management Plan	8
Stormwater Management Plan	15
Natural Resource Protection Plan	10
Flood Response Plan	11
Emergency Operations Plan	17
Continuity of Operations Plan	11
Evacuation Plan	14
Disaster Recovery Plan	11
Capital Improvements Plan	17
Economic Development Plan	11
Historic Preservation Plan	8
Floodplain Ordinance (or Flood Damage Prevention Ordinance)	17
Zoning Ordinance	17
Subdivision Ordinance	12
Unified Development Ordinance	9
Post-disaster Redevelopment / Reconstruction Ordinance	4
Building Code	17
Fire Code	17
National Flood Insurance Program	17
NFIP Community Rating System	11

Capability *Assessment* and *Risk Assessment* serve as the foundation for a meaningful hazard mitigation strategy. During the process of identifying the goals and mitigation actions each jurisdiction must consider not only their level of hazard risk but also their existing capability to minimize or eliminate that risk.

In jurisdictions where the overall risk of hazard is high, specific mitigation actions that account for these conditions should be considered. This may include less costly actions such as minor ordinance revisions or public awareness activities. If necessary, specific capabilities may need to be improved to better address recurring threats. Similarly, in cases where the hazard vulnerability is low, more emphasis can be placed on actions that may impact future vulnerability, such as guiding development away from known hazard areas using various regulatory measures.

Use of Social Media and Other Media for Warning and Loss Prevention

Volusia County Emergency Management uses its twitter account to provide warning to residents about incoming storms and other natural hazards. In unison with social media, the County Public Information Officer and Emergency Manager stay in communication with local television stations as well as national television stations such as The Weather Channel before, during and after storm and natural hazard events). Coordination with media sources often includes tips for residents for property mitigation (such as sandbagging) and tips for residents to stay safe after a storm (including staying away from downed power lines and standing water).

As of 2024, Volusia County Emergency Management launched an app focused on public outreach on emergency preparedness. This app sends out push notifications and public safety messages in real-time. The app provides information on topics such as state of emergencies, current events, weather conditions, sheltering, and disaster assistance.

SECTION 8 – MITIGATION STRATEGY

This section of the Plan provides the blueprint for Volusia County and the participating jurisdictions to become less vulnerable to its identified hazards. It is based on general consensus of the Volusia Prepares LMS Working Group (LMS Working Group) and the findings and conclusions of the *Capability Assessment* and *Risk Assessment*. It consists of the following five subsections:

- **Introduction**
- **Mitigation Goals**
- **Identification and Analysis of Mitigation Techniques**
- **Selection of Mitigation Techniques for Volusia County**
- **Mitigation Success Stories**
- **Plan Update Requirement**

8.1 INTRODUCTION

The intent of the Local Mitigation Strategy is to provide Volusia County and the participating jurisdictions with the goals that will serve as guiding principles for future mitigation policy and project administration, along with an analysis of mitigation techniques deemed available to meet those goals and reduce the impact of identified hazards. It is designed to be comprehensive, strategic and functional in nature:

- In being comprehensive, the development of the strategy includes a thorough review of all hazards and identifies extensive mitigation measures intended to not only reduce the future impacts of high-risk hazards, but also to assist the County and participating jurisdictions achieve compatible economic, environmental and social goals.

- In being strategic, the development of the strategy ensures that all policies and projects proposed for implementation are consistent with pre-identified, long-term planning goals.

- In being functional, each proposed mitigation action is linked to established priorities and assigned to specific departments or individuals responsible for their implementation with target completion deadlines. When necessary, funding sources are identified that can be used to assist in project implementation.

The first step in designing the LMS includes the identification of countywide mitigation goals. Mitigation goals represent broad statements that are achieved through the implementation of more specific, action-oriented objectives. These actions include both hazard mitigation policies (such as the regulation of land in known hazard areas through a local ordinance), and hazard mitigation projects that seek to address specifically targeted hazard risks (such as the acquisition and relocation of a repetitive loss structure).

The second step involves the identification, consideration and analysis of available mitigation measures to help achieve the identified mitigation goals. This is a long-term, continuous process, sustained through the development and maintenance of this Plan. Alternative mitigation measures will continue to be

considered as future mitigation opportunities become identified, as data and technology improve, as mitigation funding becomes available, and as this Plan is maintained over time.

The third and last step in designing the LMS is the selection and prioritization of specific mitigation actions, referred to as Hazard Mitigation Initiatives, for Volusia County and participating jurisdictions. The Mitigation Action Plan (MAP) represents an unambiguous and functional plan for action and is considered to be the most essential outcome of the mitigation planning process.

The MAP includes a prioritized listing of proposed hazard mitigation actions (policies and projects) for Volusia County and its participating jurisdictions and partners to carry out with accompanying information such as those departments or individuals assigned responsibility for their implementation, potential funding sources and an estimated target date for completion, serving as an important tool for monitoring success or progress over time. The cohesive collection of actions listed in the MAP can also serve as an easily understood menu of mitigation policies and projects for those local decision makers who want to quickly review the recommendations and proposed actions.

In preparing the Mitigation Action Plan for Volusia County, the LMS Working Group considered the overall hazard risk and capability to mitigate the effects of hazards as determined through the risk and capability assessment process, in addition to meeting the adopted countywide mitigation goals and unique needs of the community. Prioritizing the proposed mitigation actions was based on the following 11 factors:

- Population Benefited
- Health and Safety Considerations
- Environmental Impact
- Consistency with Other Plans and Programs
- Reduces Risk of Future Property Damage
- Supports Essential or Critical Services
- Probability of Receiving Funding for Implementation
- Feasibility of Implementation
- Community Rating System
- Repetitive Loss Mitigation
- Benefit Cost Ratio (to be conducted prior to submitting a project for grant consideration)

The mitigation initiative scoring system is provided in **Section 8: Table 1**.

Section 8: Table 1: Mitigation Initiative Scoring System

Prioritization Criteria	Scoring				
Population Benefited	**4** - Project will benefit a multi-jurisdictional area.	**3** - Project will benefit a jurisdictional area.	**2** - Project will benefit less than 100% of a jurisdiction (i.e., neighborhood).		
Health and Safety Considerations *Add 1 point for projects that benefit a multi-jurisdictional area.	**4** - Project would benefit 75% or more of the population.	**3** - Project would benefit 50-74% of the population.	**2** - Project would benefit 25-49%of the population.	**1** - Project would benefit less than 25% of the population.	
Environmental Impact	**1** - Project improves the environment.	**0** - Risk to the environment is undetermined.	**(-1)** - Project poses risk to the environment.		
Consistence with other Plans and Programs	**4** - Project is incorporated into the LMS, CEMP and Comprehensive Plan, and supports the National Flood Insurance Program (i.e., for flood related projects).	**3** - Project is incorporated into at least two of these plans.	2 **-** Project is incorporated into at least one of these plans.	**1** - Project is consistent with other local standards, aside from LMS, CEMP and Comprehensive Plan.	
Reduces Risk of Future Property Damage	**4 -** Mitigates a hazard of high frequency or risk.	**3 -** Mitigates a hazard of moderate frequency or risk.	**2 -**Mitigates a hazard of low frequency or risk.	**1 -** Mitigates a hazard of very low frequency or risk.	
Supports Essential or Critical Services	**5** - Project will ensure continuity of operations for essential infrastructure or services.	**3** - Project will support infrastructure or services with loss/damage history.	**1** - Project will support infrastructure or services without loss/damage history.	**0** - Project's operation will have no impact on community infrastructure or services if disrupted.	
Probability of Receiving Funding for Implementation	**4** - Limited funding potential exists.	**3** -Potential funding sources are other state or federal grants or similar funding sources.	**2** - Potential funding is readily available through emergency preparedness or mitigation funding sources.	**0** - Potential funding is readily available through local funding sources (e.g., budgeting, capital improvements).	
Feasibility of Implementation	**4** - Project would be relatively easy to implement in one year.	**3** - Project would be easy to implement in three years.	**2** - Project would be easy to implement in five years.	**0** - Project would be difficult to implement.	
Community Rating System	**4** - Project supports all four elements of CRS flood-related activities (public information, mapping and regulations, damage reduction and flood preparedness).	**3** - Project supports three CRS elements.	**2** - Project supports two CRS elements.	**1** - Project supports one CRS element.	**0** - Project does not support any CRS element.
Repetitive Loss Mitigation	**4** - Project protects 50% or more of Repetitive Loss (RL) structures.	**2** - Project protects less than 50% of RL structures.	**0** - Project does not protect a RL structure.		
Benefit Cost Ratio	**5** - Project has a Benefit Cost Ratio (BCR) of "1" or higher, using FEMA approved software.	**3** - Project has a BCR of less than "1" using FEMA approved software.	**0** - The BCR cannot be determined.		

8.2 MITIGATION GOALS

44 CFR Requirement

44 CFR Part 201.6(c)(3)(i):
The mitigation strategy shall include a description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.

For the 2025 plan update, the LMS Working Group used the goal listing updated and developed as part of the 2020 plan update. Each of the following goal statements represent a broad target for Volusia County and its participating jurisdictions and partners to achieve through the implementation of its more detailed Mitigation Action Plan provided in Section 9: *Mitigation Action Plan*. They are intended to reflect the unique needs and wishes of the communities of Volusia County to have a more "disaster resilient" future.

Section 8: Table 2: LMS Working Group Mitigation Goals

GOAL 1: Strengthen effective hazard mitigation programming through policies, regulations, and technology through local government collaborations.
***Objective 1*:** Develop a mechanism to track mitigation projects for active reporting among jurisdictions.
***Objective 2*:** Support the efforts of each jurisdictions' Community Rating Systems program.
***Objective 3*:** Review, develop and enforce policies, plans and regulations to discourage or prohibit inappropriate location of structures or infrastructure components in high-risk areas.
***Objective 4*:** Leverage available information and data from sources, such as individual vulnerability assessments, the Regional Resilience Action Plan, and Adaption Action Areas to further mitigation efforts.
***Objective 5*:** Seek funding to implement and further existing forecasting technology.
***Objective 6*:** Strengthen surveying strategies before and after a disaster for more comprehensive damage assessments.
GOAL 2: Local government will endeavor to have resilient critical infrastructure that supports operations before, during, and after disasters.
Objective 1: Educate local partners on the need for financial planning to reduce risk and recover critical infrastructure quickly after a disaster.
Objective 2: Implement adaptation strategies and encourage routine maintenance of critical infrastructure through physical and geological enhancements using available technology.
***Objective 3*:** Evaluate utility, telecommunications, and information technology systems with external agency partners to determine potential mitigation opportunities.
***Objective 4*:** Assess transportation routes, systems, and infrastructure to identify potential relocation, retrofit, or modification opportunities to ensure safe passage before, during and after disaster events.
***Objective 5*:** Prioritize the functions of emergency service operations and their facilities.
Objective 6: Annually seek opportunities and apply for funding to expand future shelter capacity and for existing shelter retrofits.

GOAL 3: Encourage economic sustainability within the community.

Objective 1: Local government will encourage businesses and industries to make employment facilities and operations more disaster resilient.

Objective 2: Develop partnerships to enhance communication between private sector businesses and local governments.

Objective 3: Offer training to local businesses and professional organizations on all hazard preparedness.

Objective 4: Review the needs of key supply chain demands in the community by establishing programs, facilities or resources to support business continuity.

GOAL 4: Enhance the whole community's understanding of the hazards and the techniques used to minimize vulnerability.

Objective 1: Provide information through outreach activities to further the public's understanding of local hazards and residential vulnerabilities.

Objective 2: Inform tourists on the hazard risks and preparedness.

Objective 3: Collaborate with private sector associations and businesses to further disaster preparedness and business continuity.

Objective 4: Encourage each jurisdiction to participate in trainings and exercises and share resources with one another.

8.3 IDENTIFICATION AND ANALYSIS OF MITIGATION TECHNIQUES

44 CFR Requirement

44 CFR Part 201.6(c)(3)(ii):
The mitigation strategy shall include a section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effect of each hazard, with particular emphasis on new and existing buildings and infrastructure.

In formulating the LMS for Volusia County, a wide range of activities were considered to help achieve the established mitigation goals in addition to addressing any specific and targeted hazard concerns. These activities were discussed by the LMS Working Group at meetings held over the course of plan development. In general, all activities considered by the LMS Working Group can be classified under one of the following six (6) broad categories of mitigation techniques.

1. Prevention
Preventative measures are intended to keep hazard problems from getting worse and are typically administered through government programs or regulatory actions that influence the way land is developed and buildings are built. They are particularly effective in reducing a community's future vulnerability, especially in areas where development has not occurred or capital improvements have not been substantial. Examples of preventative activities include:

- Planning and zoning
- Building codes
- Open space preservation
- Floodplain regulations
- Stormwater management regulations
- Drainage system maintenance
- Capital improvements programming
- Riverine / fault zone setbacks

2. Property Protection
Property protection measures involve the modification of existing buildings and structures to help them better withstand the forces of a hazard, or removal of the structures from hazardous locations. Examples include:

- Acquisition
- Relocation
- Building elevation
- Critical facilities protection
- Retrofitting (e.g., wind proofing, floodproofing, seismic design techniques, etc.)
- Safe rooms, shutters, shatter-resistant glass
- Insurance

3. Natural Resource Protection

Natural resource protection activities reduce the impact of natural hazards by preserving or restoring natural areas and their protective functions. Such areas include floodplains, wetlands, steep slopes and sand dunes. Parks, recreation or conservation agencies and organizations often implement these protective measures. Examples include:

- Floodplain protection
- Watershed management
- Riparian buffers
- Forest and vegetation management (e.g., fire resistant landscaping, fuel breaks, etc.)
- Erosion and sediment control
- Wetland preservation and restoration
- Habitat preservation
- Slope stabilization

4. Structural Projects

Structural mitigation projects are intended to lessen the impact of a hazard by modifying the environmental natural progression of the hazard event through construction. They are usually designed by engineers and managed or maintained by public works staff. Examples include:

- Reservoirs
- Dams / levees / dikes / floodwalls
- Diversions / detention / retention
- Channel modification
- Storm sewers

5. Emergency Services

Although not typically considered a "mitigation" technique, emergency service measures do minimize the impact of a hazard event on people and property. These commonly are actions taken immediately prior to, during, or in response to a hazard event. Examples include:

- Warning systems
- Evacuation planning and management
- Emergency response training and exercises
- Sandbagging for flood protection
- Installing temporary shutters for wind protection

6. Public Education and Awareness

Public education and awareness activities are used to advise residents, elected officials, business owners, potential property buyers, and visitors about hazards, hazardous areas, and mitigation techniques they can use to protect themselves and their property. Examples of measures to educate and inform the public include:

- Outreach projects
- Speaker series / demonstration events

- Hazard map information
- Real estate disclosure
- Library materials
- School children educational programs
- Hazard expositions

8.4 SELECTION OF MITIGATION TECHNIQUES FOR VOLUSIA COUNTY

In order to determine the most appropriate mitigation techniques for Volusia County, the LMS Working Group thoroughly reviewed and considered collective findings of various community assessments. Other considerations included each individual mitigation action's effect on overall risk to life and property, health and safety, the environment, plan consistency, its ease of implementation and general cost-effectiveness, and funding availability (if necessary).

FEMA guidance for meeting the planning requirements of the Disaster Mitigation Act of 2000 specifies that local governments should prioritize their mitigation actions based on the level of risk a hazard poses to life and property. In response to this requirement, the LMS Working Group used and completed a Mitigation Techniques Matrix (**Section 8: Table 3**) to make certain they addressed, at a minimum, those hazards posing the greatest threat.

Section 8: Table 3: Mitigation Techniques Matrix for Volusia County

MITIGATION TECHNIQUE	HIGH RISK HAZARDS			
	FLOOD	TROPICAL CYCLONES	RISING COASTAL WATERS	TORNADO
Prevention	✓	✓	✓	✓
Property Protection	✓	✓	✓	✓
Natural Resource Protection	✓	✓	✓	
Structural Projects	✓	✓	✓	✓
Emergency Services	✓	✓	✓	✓
Public Education & Awareness	✓	✓	✓	✓

The Mitigation Techniques Matrix provides the LMS Working Group with the opportunity to cross-reference each of the priority high risk hazards, the aforementioned comprehensive range available mitigation techniques, including prevention; property protection; natural resource protection; structural projects; emergency services; and public education and awareness. However, it is important to note that Volusia County's Mitigation Action Plan includes an array of actions targeting multiple hazards and is not necessarily limited to only those classified as high risk.

Additional mitigation strategies range from:

- Seawalls
- Breakwaters
- Habitat restoration
- Beach renourishment
- Living Shorelines
- Elevating major roadways
- Raising vulnerable structures
- Water pump systems
- Underground utilities
- Permeable pavement
- Low impact development
- Floodproofing structures
- Rain gardens
- Increase density standards
- Land acquisition
- Public Outreach and Education

8.5 PLAN REVISIONS

Because of FEMA requirements for plan updates, the Mitigation Action Plan was reviewed by each agency responsible identified for implementing the action. For each action, an update on the implementation status (completed, deleted, or deferred) was provided and milestones achieved or impediments to implementation of the actions were identified to adjust the project list as necessary.

The current goals and objectives were updated and refined through a series of virtual and in-person meetings in 2024. All members of the Volusia Prepares Working Group were invited to participate in the meetings outside the quarterly meetings. All feedback was evaluated and incorporated into the outlined goals and objectives.

Flooding, rising coastal waters, and tropical cyclones were the top concerns for the LMS Volusia Prepares Working Group and residents throughout Volusia County. These hazards are complex issues with multiple contributing factors, often specific to a given site. Effective mitigation requires accurate data collection and analysis to identify areas that have experienced repeated damage. Prioritization should be given to these locations, followed by those that have been damaged most recently, ensuring that resources are allocated efficiently to address the most impacted areas first. Given the constraints of available resources, it is essential to focus on areas where mitigation efforts will have the greatest impact.

Public concerns regarding such hazards have frequently attributed the issue to new development. While development can be a contributing factor in certain locations—such as Venetian Bay in New Smyrna Beach, Old Dixie Highway in Ormond Beach, the west side of Daytona Beach, and new miscellaneous subdivisions throughout the county—these hazards are typically the result of a combination of factors. Addressing existing challenges requires a site-specific approach that considers a broad range of contributing causes and solutions.

SECTION 9 – MITIGATION ACTION PLAN

44 CFR Requirement

44 CFR Part 201.6(c)(3)(iii): The mitigation strategy shall include an action plan describing how the actions identified in paragraph (c)(2)(ii) of this section will be prioritized, implemented, and administered by the local jurisdiction.

This section includes the listing of the mitigation actions proposed by Volusia County and its participating jurisdictions and partners. It has been designed to achieve the mitigation goals and objectives established in Section 8: Mitigation Strategy and will be maintained on a regular basis according to the plan maintenance procedures established in Section 10: Plan Maintenance Procedures.

As described in the previous section, the Mitigation Action Plan, or MAP, represents an unambiguous and functional plan for action. Each proposed mitigation action has been identified as an effective measure (policy or project) to reduce hazard vulnerability for Volusia County.

Most importantly, implementation mechanisms are provided for each action, including the designation of a lead agency or department responsible for implementing the action. Specific information regarding project cost and timeframe for its completion is on file with Volusia County Emergency Management. These implementation mechanisms ensure that Volusia County Local Mitigation Strategy remains a functional document that can be monitored for progress over time.

Section 9: Table 1: Key Elements of the Mitigation Action Plan

Priority	Indicates whether the action is a "low" priority, "moderate" priority or "high" priority based on the established prioritization criteria: Low = <10; Moderate = 11-24; High = 25+
Jurisdiction	Identifies the geographic location where the initiative is located.
Responsible Organization	Identifies the local agency, department or organization that is best suited to implement the proposed action, project or initiative.
Hazard(s)	Lists the hazard(s) the proposed action is designed to mitigate against.
Mitigation Technique Category	It indicates the mitigation technique that the proposed action is designed to help achieve. Categories include E = Emergency Services; P = Prevention; PE = Public Education; PP = Property Protection; S = Structural
Initiative	Identifies a specific action that, if accomplished, will reduce vulnerability and risk in the impact area. Actions may be in the form of local policies (i.e., regulatory or incentive-based measures), programs or structural mitigation projects and should be consistent with any pre-identified mitigation goals and objectives. An identification number is provided. The county has additional information on files for each initiative (e.g., location, damage history, specific mitigation measure, estimated cost, etc.)
Funding	If applicable, it indicates how the cost to complete the action will be funded. For example, funds may be provided from existing operating budgets or general funds, a previously established contingency fund, a cost-sharing federal or state grant program, etc. The default funding source for initiatives within this listing is the Hazard Mitigation Grant Program (HMGP). Outside of the HMGP, funding sources for these projects are typically determined on the local level for "proactive" projects that do not need a disaster declaration to be funded. However, most of the projects on this listing do not have a set funding source, which defaults the project to HMGP. If identified, specific funding sources will be attributed to initiatives.
Approved by LMS Working Group	Identifies the date when the initiative was approved by the LMS Working Group
Completion Date	Indicates when the action was completed. Remember that some actions will require only a minimal amount of time, while others may require a long-term or continuous effort. Projects are "deferred" or "terminated" from list listing at the discretion of the jurisdiction that is implementing those changes. When initiatives are deferred or deleted on the jurisdictional level, countywide representatives are notified via the LMS Working Group (or Volusia Prepares), and the countywide initiative listing is updated at that time.
Status	The status indicators for each initiative is as follows: • C = Current • D = Deferred ****See notes under "Completion Date" above**** • N = New • T = Terminated ****See notes under "Completion Date" above**** • U = Updated • CF = Completed with other funding • W = Withdrew • L = Looking for other funding

Each mitigation initiative has been scored by the responsible jurisdiction. The scoring system is included in Section 8: Mitigation Strategy.

Prioritizing the proposed mitigation actions was based on the following 11 factors:

- Population Benefited
- Health and Safety Considerations
- Environmental Impact
- Consistency with Other Plans and Programs
- Reduces Risk of Future Property Damage
- Supports Essential or Critical Services
- Probability of Receiving Funding for Implementation
- Feasibility of Implementation
- Community Rating System
- Repetitive Loss Mitigation
- Benefit Cost Ratio (to be conducted prior to submitting a project for grant consideration)

Each mitigation initiative was scored on 10 of these 11 factors. The jurisdictions have not run an official benefit cost analysis (BCA) for the initiatives at this time. The jurisdictions did include a general BCA in the mitigation initiative application that was submitted to Volusia County Emergency Management. However, the BCA will be run for the initiatives following a disaster to factor in all known damage costs.

The mitigation initiatives are not listed in exact priority order, though each has been assigned a priority level of “low”, “moderate”, or “high”.

All mitigation initiatives included in the Action Plan that propose to reduce flood hazard vulnerability advance the intent of the National Flood Insurance Program (NFIP), as they will meet the current local floodplain regulations adopted by the jurisdictions as required by the NFIP. Two of the scoring factors used to determine the priority of the actions specifically address the intent of the NFIP and the Community Rating System (CRS). These two factors consider whether the initiative supports elements of the CRS and reduces repetitive flood losses.

Volusia County is highly committed to reducing flood losses in support of the NFIP and has predominantly used local funding to implement these projects. Examples of these initiatives include acquiring and relocating repetitive loss structures, relocating critical facilities from the 100-year floodplain, floodproofing equipment at water treatment plants, performing drainage improvement projects and creating new topographic maps based on newly collected Light Detection and Ranging (LiDAR) data. Approximately half of open disaster mitigation initiatives support flood hazard vulnerability reduction.

The open mitigation initiatives are listed in the Action Plan in **Section 9: Table 2** If a mitigation initiative does not have a status indicator, it is considered “open.

In 2019, the East Central Florida Regional Planning Council and Volusia County Emergency Management mapped the locations of all mitigation projects, by type, as part of a project with the Florida Department of Environmental Protection. These maps are available upon request.

Section 9: Table 2: Mitigation Action Plan: Open Mitigation Initiatives by Jurisdiction (as of 1/28/2025)

Project #	Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Est. Cost	Approved by LMS Working Group	Anticipated Completion Date	Status
VOL-0546	Ian (2)	Ormond Beach	Public Works	Flood	P PP S	VOL -0546 Fleming Avenue Pump Station Central Park Flood Mitigation	HMGP	$12,561,200.00	10/3/2019	12/31/2028	C
VOL-0555	Ian (10)	Holly Hill	Public Works	Flood	P PP	VOL- 0555 Lift Station #21 Refurbishment	HMGP	$516,000.00	10/3/2019	12/31/2028	C
VOL-0560		Volusia County	VCEM	Riverine Surge	P PP S	VOL-0560 Elevate and retrofit flood prone home	FMA		10/3/2019	1/1/2024	T
VOL-0561		Volusia County	VCEM	Riverine Surge	P PP S	VOL-0561 Elevate and retrofit flood prone home	FMA		10/3/2019	1/1/2024	T
VOL-0562		FL Hospital DeLand	EM Coordinator	All Hazard	P PP S	VOL-0562 Upgrade Windows	HMGP		9/12/2018	1/1/2023	T
VOL-0563	63	Holly Hill	Public Works	Flood	P PP S	VOL-563 Elevation fo home at 318 Riverside Dr.	HMGP	$379,500.00	9/12/2018	1/1/2023	C
VOL-0564		DeLand	Risk Management	All Hazard	P PP S	VOL- 564 Generator Power for sheltering	HMGP		3/20/2019	1/1/2024	CF
VOL-0565		Volusia County	VCEM	Flood	P PP S	VOL- 0565 Elevate and Retrofit home at 1036 Shockney Dr Ormond Beach	FMA		10/3/2019	1/1/2024	T
VOL-0566		Volusia County	VCEM	Flood	P PP S	VOL- 0566 Elevate and Retrofit home at 6411 River Road New Smyrna Beach	FMA		10/3/2019	1/1/2024	T
VOL-0567		Volusia County	VCEM	Flood	P PP S	VOL- 0567 Elevate and Retrofit home at 364 Seminole Dr Ormond Beach	FMA		10/3/2019	1/1/2024	T

Project #	Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Est. Cost	Approved by LMS Working Group	Anticipated Completion Date	Status
VOL-0568		Volusia County	Coastal Division	Flood Surge	P PP	VOL- 0568 ISB Public Restroom demolition and rebuild at higher elevation	HMGP		3/31/2020	4/1/2025	T
VOL-0569		Volusia County	Coastal Division	Flood Surge	P PP	VOL- 0569 Bethune Beach Public Restroom demolition and rebuild at higher elevation	HMGP		3/31/2020	4/1/2025	T
VOL-0570		Volusia County	Coastal Division	Flood Surge	P PP	VOL-0570 Silver Beach public Restroom demolition and rebuild at higher elevation	HMGP		3/31/2020	4/1/2025	T
VOL-0571	64	Volusia County	Fire Services	All Hazard	P PP ES	VOL-0571 Replacement Generator for Volusia County Fire Station 21	HMGP	$70,377.00	3/31/2020	4/1/2025	C
VOL-0572		Volusia County	Fire Services	All Hazard	P PP S ES	VOL-0572 Relocation and new construction of Station 44 (132 N. Fountain Dr. Pierson)	HMGP	$4,092,105.00	3/31/2020	4/1/2025	T
VOL-0573		Volusia County	Fire Services	All Hazard	P PP S ES	VOL-0573 Increased Hurricane Rating of Bay Doors at DBIA Fire Station 17	HMGP	$630,000.00	9/30/2020	10/1/2025	T
VOL-0574		Volusia County	Fire Services	All Hazard	P PP S ES	VOL-0574 Replacement generator for Volusia County Fire Rescue Fire Station 11 located at: 1580 Derbyshire Road, Holly Hill, FL 32117	HMGP	$42,551.00	9/30/2020	10/1/2025	T
VOL-0575		Volusia County	Beach Safety	Flood Surge	P PP S	VOL-0575 Ponce de Leon Inlet North Jetty Deck Extension	HMGP		12/9/2020	12/10/2025	T

Project #	Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Est. Cost	Approved by LMS Working Group	Anticipated Completion Date	Status
VOL-0576	65	DeLand	Risk Management	Flood	P	VOL-0576 City Hall Basin Area Improvements, The City of DeLand is seeking funding to construct a dedicated drainage infrastructure system to remedy the localized flooding	HMGP	$4,279,952.00	3/31/2021	12/31/2026	C
VOL-0577	66	DeLand	Risk Management	Flood Wind	PP	VOL-0577 Sanborn Center Hurricane Shutters	HMGP	$78,061.14	3/31/2021	12/31/2026	C
VOL-0578		Deltona	Fire	Flood Wind	P S ES	VOL-0578 Safe Rooms / Emergency Operations Center (EOC) / Fire Department Training Facility.	HMGP		3/31/2021	12/31/2026	T
VOL- 0579	67	Ormond Beach	Public Works	Flood	PP P	VOL-0579 John Anderson Drive Drainage Improvements	HMGP	$230,000.00	3/31/2021	12/31/2026	C
VOL-0580	68	South Daytona	Public Works	All Hazard	P PP S	VOL-0580 City Hall Complex Generator	HMGP	$420,000.00	3/31/2021	12/31/2026	C
VOL-0581	COVID (1)	Volusia County	EM	All Hazard	P PP S	VOL-0581 Residential elevation project of 356 Seminole Drive	HMGP	$221,280.00	3/31/2021	12/31/2026	C
VOL-0583	COVID (2)	Volusia County	Fire	All Hazard	P PP S ES	VOL-0583 Infrastructure Retrofit & Safe Room of Station 42	HMGP	$3,800,000.00	3/31/2021	12/31/2026	C
VOL-0584	COVID (3)	Volusia County	Fire	All Hazard	P PP S ES	VOL-0584 Infrastructure Retrofit & Safe Room of Station 34	HMGP	$ -	3/31/2021	12/31/2026	T
VOL-0585		Volusia County	Public Works	Flood	P PP S	VOL-0585 North Beach Street - Grade Raise & Culvert additions	HMGP		3/31/2021	12/31/2026	T

Project #	Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Est. Cost	Approved by LMS Working Group	Anticipated Completion Date	Status
VOL-0586		Volusia County	Fire Rescue	All Hazard	P S ES	VOL - 0586 Indian Lake Emergency Services Project	BRIC	$ -	9/6/2022	12/31/2027	T
VOL-0587	Ian (5)	Deltona	City Manager's Office	Flood	P PP S ES	VOL-0587 Elkcam Blvd	HMGP	$8,000,000.00	3/10/2023	12/31/2028	C
VOL-0588		Deltona	City Manager's Office	Flood	P PP S ES	VOL-0588 Tulsa Drive	HMGP		3/10/2023	12/31/2028	T
VOL-0589	Ian (17)	Deltona	City Manager's Office	Flood	P PP S ES	VOL-0589 Catalina	HMGP	$2,250,000.00	3/10/2023	12/31/2028	C
VOL-0590		Deltona	City Manager's Office	Flood	P PP S ES	VOL-0590 East Brook	HMGP		3/10/2023	12/31/2028	T
VOL-0591		Deltona	City Manager's Office	Flood	P PP S ES	VOL-0591 Windsor Lake	HMGP		3/10/2023	12/31/2028	T
VOL-0592		Deltona	City Manager's Office	Flood	P PP S ES	VOL-0592 Lake Dupont	HMGP		3/10/2023	12/31/2028	T
VOL-0593		Deltona	City Manager's Office	Flood	P PP S ES	VOL-0593 Lake Angela	HMGP		3/10/2023	12/31/2028	T
VOL-0594	Ian (7), Nicole (1)	Orange City	City Manager's Office	Flood	P PP S ES	VOL- 0594 Graves Ave	HMGP	$3,541,800.00	3/10/2023	12/31/2028	C
VOL-0595		Orange City	City Manager's Office	Flood	P PP S ES	VOL-0595 Mill Lake	HMGP	$800,000.00	3/10/2023	12/31/2028	L
VOL-0596	Ian (19)	Holly Hill	Public Works	Flood	PP P	VOL-0596 Lift Station #7	HMGP	$100,000.00	3/10/2023	12/31/2028	C
VOL-0597		Holly Hill	Public Works	Flood	PP P	VOL-0597 Lift Station #11	HMGP		3/10/2023	12/31/2028	T
VOL-0598		Holly Hill	Public Works	Flood	PP P	VOL-0598 Lift Station # 14	HMGP		3/10/2023	12/31/2028	T
VOL-0599		Holly Hill	Public Works	Flood	PP P	VOL-0599 Lift Station # 16	HMGP		3/10/2023	12/31/2028	T
VOL-0600	69	New Smyrna Beach	Engineering	Flood	PP P	VOL-0600 4 Residential Demolitions	HMGP	$1,400,000.00	3/10/2023	12/31/2028	C
VOL-0601	Ian (6)	New Smyrna Beach	Engineering	Flood	PP P	VOL-0601 16 Residential Elevations	HMGP	$4,800,000.00	3/10/2023	12/31/2028	C

Project #	Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Est. Cost	Approved by LMS Working Group	Anticipated Completion Date	Status
VOL-0602	Ian (16)	New Smyrna Beach	Engineering	Flood	PP P	VOL-0602 9 Residential Elevations	HMGP	$2,900,000.00	3/10/2023	12/31/2028	C
VOL-0603	70	South Daytona	Public Works	Flood	PP P	VOL-0603 Facility retrofit	HMGP		3/10/2023	12/31/2028	T
VOL-0604	Ian (9)	South Daytona	Public Works	Flood	PP P	VOL-0604 Lift Stations	HMGP	$1,350,000.00	3/10/2023	12/31/2028	C
VOL-0605	71	South Daytona	Public Works	Flood	PP P	VOL-0605 Lift stations upgrades	HMGP	$225,000.00	3/10/2023	12/31/2028	C
VOL-0606	Ian (18), Nicole (26)	South Daytona	Public Works	Flood	PP P	VOL-0606 Storm water stations	HMGP	$385,000.00	3/10/2023	12/31/2028	C
VOL-0607		South Daytona	Public Works	Flood	PP P	VOL-0607 Safe Room	HMGP		3/10/2023	12/31/2028	T
VOL-0608	Ian (22)	Volusia County	Emergency Management	Flood	PP P	VOL-0608 Coleman Residential Elevation	HMGP	$135,000.00	3/10/2023	12/31/2028	C
VOL-0609	Ian (24), Nicole (3)	Volusia County	Emergency Management	Flood	PP P	VOL-0609 Blackburn Residential Elevation	HMGP	$278,520.00	3/10/2023	12/31/2028	C
VOL-0610	Ian (3)	Port Orange	Public Works	Flood	PP P	VOL-0610 20 houses/10 Mobile Homes elevation	HMGP	$9,000,000.00	3/10/2023	12/31/2028	C
VOL-0611	Ian (14)	Volusia County	Fire Services	All Hazard	PP P	VOL-0611 Station 15 Generator	HMGP	$130,000.00	3/10/2023	12/31/2028	C
VOL-0612	Nicole (2)	Volusia County	Fire Services	All Hazard	PP P	VOL-0612 Station 35 Generator	HMGP	$70,000.00	3/10/2023	12/31/2028	C
VOL-0613	Ian (1)	Edgewater	Environmental Services	Flood Surge	P PP S ES	VOL-0613 Wastewater Treatment Plant Expansion and Flood-proofing	HMGP	$15,000,000.00	3/10/2023	12/31/2028	C
VOL-0614	72	Ormond Beach	City Engineer	Flood	P PP S ES	VOL-0614 Flood Control Pump Station on Fleming Avenue	HMGP	$12,561,200.00	3/10/2023	12/31/2028	C
VOL-0615	73	Ormond Beach	City Manager's Office	All Hazard	PP P	VOL-0615 Acquisition 293 Melrose Ave	FMA	$384,516.00	3/10/2023	12/31/2028	C

Project #	Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Est. Cost	Approved by LMS Working Group	Anticipated Completion Date	Status
VOL-0616	74	Ormond Beach	City Manager's Office	All Hazard	PP P	VOL-0616 Elevation and Retrofit 320 Sanchez Ave	FMA	$380,628.00	3/10/2023	12/31/2028	C
VOL-0617	75	Ormond Beach	City Manager's Office	All Hazard	PP P	VOL-0617 Elevation and Retrofit 363 Putnam Ave	FMA	$301,494.00	3/10/2023	12/31/2028	C
VOL-0618	76	Ormond Beach	City Manager's Office	All Hazard	PP P	VOL-0618 Elevation and Retrofit 364 Putnam Ave	FMA	$204,480.00	3/10/2023	12/31/2028	C
VOL-0619	77	Ormond Beach	City Manager's Office	All Hazard	PP P	VOL-0619 Elevation and Retrofit 520 West Street	FMA	$280,000.00	3/10/2023	12/31/2028	C
VOL-0620	78	Ponce Inlet	City Manager's Office	All Hazard	P PP S ES	VOL-0620 Generator Public Works Facility	HMGP	$40,000.00	3/11/2023	12/31/2028	C
VOL-0621	Ian (15)	Ponce Inlet	City Manager's Office	All Hazard	P PP S ES	VOL-0621 Generator Standby Power for Community Center	HMGP	$70,000.00	3/11/2023	12/31/2028	C
VOL-0622	79	Ponce Inlet	City Manager's Office	All Hazard	P PP S ES	VOL-0622 Generator Replacement Standby Power for Fire Station	HMGP	$70,000.00	3/11/2023	12/31/2028	C
VOL-0623	80	Volusia County	Emergency Management	All Hazard	P PP S ES	VOL-0623 Multiroom Expansion/Saferoom for the EOC	HMGP	$4,032,630.00	3/11/2023	12/31/2028	C
VOL-0624		Volusia County	Emergency Management	Flood	PP P	VOL-0624 Elevation 1092 Peninsula Drive	HMGP		3/15/2023	12/31/2028	T
VOL-0625	Ian (12)	Volusia County	Emergency Management	Flood	PP P	VOL-0625 Acquisition 241 Cherokee Drive	HMGP	$300,000.00	3/15/2023	12/31/2028	C
VOL-0626	Ian (21)	Ormond Beach	Fire Rescue	All Hazard	PP P	VOL-0626 Generator Fire Stations 92 and 93	HMGP	$250,000.00	3/15/2023	12/31/2028	C
VOL-0627		Volusia County	Emergency Management	Flood	PP P	VOL-0627 225 Brandy Court Elevation	HMGP		3/16/2023	12/31/2028	T

Project #	Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Est. Cost	Approved by LMS Working Group	Anticipated Completion Date	Status
VOL-0628	Ian (11)	Daytona Beach	City Manager's Office	All Hazard	PP P	VOL-0628 Generators for Lift Stations at 1808 Mason Ave, 647 Shady Place, 507 N. Clyde Morris Blvd, 510 Ora Street, 433 Auburn Drive, 1317 Avenue, 310 Yorktown Drive	HMGP	$1,550,000.00	3/16/2023	12/31/2028	C
VOL-0629		Daytona Beach	City Manager's Office	All Hazard	PP P	VOL-0629 Generator for Lift Station at 647 Shady Place	HMGP		3/16/2023	12/31/2028	T
VOL-0630		Daytona Beach	City Manager's Office	All Hazard	PP P	VOL-0630 Generator for Lift Station at 507 N. Clyde Morris Blvd.	HMGP		3/16/2023	12/31/2028	T
VOL-0631		Daytona Beach	City Manager's Office	All Hazard	PP P	VOL-0631 Generator for Lift Station at 510 Ora Street	HMGP		3/16/2023	12/31/2028	T
VOL-0632		Daytona Beach	City Manager's Office	All Hazard	PP P	VOL-0632 Generator for Lift Station at 433 Auburn Drive	HMGP		3/16/2023	12/31/2028	T
VOL-0633		Daytona Beach	City Manager's Office	All Hazard	PP P	VOL-0633 Generator for Lift Station at 1317 Avenue D	HMGP		3/16/2023	12/31/2028	T
VOL-0634		Daytona Beach	City Manager's Office	All Hazard	PP P	VOL-0634 Generator for Lift Station at310 Yorktown Drive	HMGP		3/16/2023	12/31/2028	T
VOL-0635	Ian (8)	DAB Shores	Finance Department	All Hazard	P PP S ES	VOL-0634 Multipurpose Saferoom	HMGP	$3,997,770.00	3/17/2023	12/31/2028	C
VOL-0636	Ian (23)	DAB Shores	Finance Department	All Hazard	P PP S ES	VOL-0636 Generator for Community Center	HMGP	$120,000.00	3/17/2023	12/31/2028	C
VOL- 0637											

Project #	Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Est. Cost	Approved by LMS Working Group	Anticipated Completion Date	Status
VOL- 0638											
VOL- 0639		Volusia County	Public Works/Utilities Priority 1	Flood	P PP S	Two (2) By-Pass Pumps and Slipline 5,225 linear feet of Sanitary Sewer Pipes for Stone Island	HMGP	$426,950.00	3/17/2023	12/31/2028	W
VOL- 0640	Ian (25)	Volusia County	Public Works/Utilities	Flood	P PP S	Slipline 20,800 linear feet of Sanitary Sewer Pipes within the Southwest Service Area (DeBary)	HMGP	$891,240.00	3/17/2023	12/31/2028	C
VOL- 0641	Ian (20)	Volusia County	Public Works/Utilities	Flood	P PP S	Six (6) Permanent Sanitary Sewer Emergency Bypass Pumping Systems	HMGP	$495,000.00	3/17/2023	12/31/2028	C
VOL- 0642											
VOL- 0643											
VOL- 0644	Ian (13)	Town of Pierson	Town Clerk	All hazards	P PP S	Two (2) Generators for New EOC Command Center (Administrative Offices & Cafeteria Building)	HMGP	$160,000.00	3/17/2023	12/31/2028	C
VOL- 0645	Ian (4)	Port Orange	Public Works	Flood	P PP	Demolition and Reconstruction of 4 Flood-Prone Homes	HMGP	$1,048,204.00	3/17/2023	12/31/2028	C
VOL- 0646	Ian (26)	Deltona	City Manager's Office	All Hazards	P PP	Centro Internacional De La Familia Generator	HMGP	$450,000.00	3/17/2023	12/31/2028	C
VOL- 0647	Nicole (5)	Port Orange	Public Works	Flood	P PP	Elevation of 9 Flood-Prone Homes	HMGP	$2,890,736.00	3/17/2023	12/31/2028	C
VOL- 0648	Nicole (6)	Port Orange	Public Works	Flood	P PP	Acquisition of 7 Flood-Prone Homes	HMGP	$2,883,705.00	3/17/2023	12/31/2028	C

Project #	Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Est. Cost	Approved by LMS Working Group	Anticipated Completion Date	Status
VOL- 0649	Nicole (34)	Port Orange	Public Works	Flood	P PP	Demolition and Reconstruction of 1 Flood-Prone Home	HMGP	$198,795.00	3/17/2023	12/31/2028	C
VOL- 0650	Nicole (7)	Port Orange	Public Works	Flood	P PP	Elevation of 5 Flood-Prone Homes	HMGP	$2,352,111.00	3/17/2023	12/31/2028	C
VOL- 0651	Nicole (10)	New Smyrna Beach	Engineering Department	Flood	P PP	Elevation of 5 Flood-Prone Homes	HMGP	$1,463,589.00	3/17/2023	12/31/2028	C
VOL- 0652	Nicole (33)	New Smyrna Beach	Engineering Department	Flood	P PP	Demolition and Reconstruction of 1 Flood-Prone Home	HMGP	$455,891.00	3/17/2023	12/31/2028	C
VOL- 0653	Nicole (15)	Deltona	City Manager's Office	Flood	P PP	Elevation of 2560 West Tulsa Drive	HMGP	$378,530.00	3/17/2023	12/31/2028	C
VOL- 0654	Nicole (9)	Deltona	City Manager's Office	All Hazards	P PP ES	City Hall Permanent Generator	HMGP	$1,500,000.00	3/17/2023	12/31/2028	C
VOL- 0655	Nicole (8)	Deltona	City Manager's Office	Flood	P PP	Elevation of 6 Flood-Prone Homes	HMGP	$2,252,066.00	3/17/2023	12/31/2028	C
VOL- 0656	Nicole (32)	Deltona	City Manager's Office	Flood	P PP	Demolition and Reconstruction of 2890 Blackburn Avenue	HMGP	$536,008.00	3/17/2023	12/31/2028	C
VOL- 0657	Nicole (25)	Orange City	Public Works	Flood	P PP	Mill Lake Stormwater Pump Station Improvements	HMGP	$800,000.00	3/17/2023	12/31/2028	C
VOL- 0658	Nicole (11)	Daytona Beach Shores	Public Works	Flood	P PP	Generators of Lift Stations #7, #9, and #10	HMGP	$532,380.00	3/17/2023	12/31/2028	C
VOL- 0659	Nicole (22)	Daytona Beach Shores	Executive Department	All Hazards	P PP	Hurricane Shutters for City Hall	HMGP	$100,000.00	3/17/2023	12/31/2028	C
VOL- 0660	Nicole (4)	Daytona Beach	Public Works	All Hazards	P PP	Permanent Generators for 14 Sanitary Lift Stations	HMGP	$2,987,250.00	3/17/2023	12/31/2028	C
VOL- 0661	Nicole (31)	Edgewater	Environmental Services	Flood	P PP	Rehabilitation of Lift Station #4	HMGP	$400,000.00	3/17/2023	12/31/2028	C

Project #	Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Est. Cost	Approved by LMS Working Group	Anticipated Completion Date	Status
VOL- 0662	Nicole (12)	Edgewater	Environmental Services	Flood	P PP	Elevation of 103 Carlson Cove	HMGP	$ 688,500.00	3/17/2023	12/31/2028	C
VOL- 0663											
VOL- 0664	Nicole (20)	Holly Hill	Public Works	Flood	P PP	Bypass Pump for Lift Station #11	HMGP	$125,000.00	3/17/2023	12/31/2028	C
VOL-0665	Nicole (21)	Holly Hill	Public Works	Flood	P PP	Bypass Pump for Lift Station #14	HMGP	$125,000.00	3/17/2023	12/31/2028	C
VOL- 0666	Nicole (23)	Holly Hill	Public Works	Flood	P PP	Bypass Pump for Lift Station #16	HMGP	$100,000.00	3/17/2023	12/31/2028	C
VOL- 0667	Nicole (35)	Ormond Beach	Public Works	Flood	P PP	Elevate 40 Sandalwood Lane 1 Flood-Prone Home	HMGP	$551,224.00	3/17/2023	12/31/2028	C
VOL- 0668	Nicole (11)	South Daytona	Public Works	Flood	P PP	Sanitary Sewer Lining in Flood Prone Areas	HMGP	$750,000.00	3/17/2023	12/31/2028	C
VOL- 0669	Nicole (27)	South Daytona	Public Works	Flood	P PP	Stormwater Lining in Flood Prone Areas	HMGP	$750,000.00	3/17/2023	12/31/2028	C
VOL-0670	Nicole (19)	Volusia County	Emergency Management	Flood	P PP	Elevation of 465 Palm Avenue	HMGP	$157,000.00	3/17/2023	12/31/2028	C
VOL-0671	Nicole (14)	Volusia County	Emergency Management	Flood	P PP	Elevation of 1048 Shockney Drive	HMGP	$418,060.00	3/17/2023	12/31/2028	C
VOL-0672	Nicole (30)	Volusia County	Emergency Management	Flood	P PP S	Demolition and Reconstruction of 1052 Shockney Drive	HMGP	$400,532.00	3/17/2023	12/31/2028	C
VOL-0673	Nicole (18)	Volusia County	Emergency Management	Flood	P PP	Elevation of 1092 Peninsula Drove	HMGP	$250,000.00	3/17/2023	12/31/2028	C
VOL-0674	Nicole (24)	Volusia County	Emergency Management	Flood	P PP	Elevation of 1100 Mary Avenue	HMGP	$245,980.00	3/17/2023	12/31/2028	C
VOL-0675	Nicole (16)	Volusia County	Emergency Management	Flood	P PP	Elevation of 225 Brandy Court	HMGP	$318,000.00	3/17/2023	12/31/2028	C
VOL-0676	Nicole (17)	Volusia County	Emergency Management	Flood	P PP	Elevation of 1013 Shockney Drive	HMGP	$272,403.00	3/17/2023	12/31/2028	C

Project #	Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Est. Cost	Approved by LMS Working Group	Anticipated Completion Date	Status
VOL-0677	Nicole (29)	Edgewater	Environmental Services	Flood	P PP	Rehabilitation of 5 Lift Station with Emergency Bypass Pumps	HMGP	$525,000.00	3/17/2023	12/31/2028	C
VOL-0678	Nicole (28)	Volusia County	Emergency Management	Flood	P PP	Demolition and Reconstruction of 457 Palm Avenue	HMGP	$552,500.00	3/17/2023	12/31/2028	C
VOL-0679	Idalia (12)	South Daytona	Public Works	Flood	P PP	Reed Canal Stormwater Control Facility Expansion, Flood Risk Reduction	HMGP	$4,000,000.00	3/1/2024	3/1/2029	C
VOL-0680	Idalia (10)	South Daytona	Public Works	Flood	P PP	Lantern Park Stormwater Ponds, Flood Risk Reduction	HMGP	$3,500,000.00	3/1/2024	3/1/2029	C
VOL-0681	Idalia (11)	South Daytona	Public Works	Flood	P PP	Melodie Park Stormwater Pond, Flood Risk Reduction	HMGP	$3,500,000.00	3/1/2024	3/1/2029	C
VOL-0682	Idalia (6)	South Daytona	Public Works	Flood	P PP	Park of Honor Stormwater Pond, Flood Risk Reduction	HMGP	$1,000,000.00	3/1/2024	3/1/2029	C
VOL-0683	Idalia (13)	South Daytona	Public Works	Flood	P PP	Pike and Bishop Court Stormwater Improvements, Flood Risk Reduction	HMGP	$4,250,000.00	31/2024	3/1/2029	C
VOL-0684	Idalia (9)	South Daytona	Public Works	Flood	P PP	Reed Canal Park Pond Expansion, Flood Risk Reduction	HMGP	$2,000,000.00	3/1/2024	3/1/2029	C
VOL-0685	Idalia (14)	South Daytona	Public Works	Flood	P PP	Stevens Canal Bank Stabilization, Flood Risk Reduction	HMGP	$6,500,000.00	3/1/2024	3/1/2029	C
VOL-0686	Idalia (5)	South Daytona	Public Works	Flood	P PP	Stormwater pipelining project within the Golfview Subdivision	HMGP	$750,000.00	3/1/2024	3/1/2029	C

Project #	Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Est. Cost	Approved by LMS Working Group	Anticipated Completion Date	Status
VOL -0687	Idalia (2)	Deltona	City Manager's Office	Flood	P PP	Acquisition and Demolition of 3101 Riverhead Drive	HMGP	$405,143.00	3/1/2024	3/1/2029	C
VOL -0688	Idalia	Deltona	City Manager's Office Flood			East Brook Drainage Improvements	HMGP	$917,804.00	3/1/2024	3/1/2029	T
VOL-0689	Idalia (4)	Edgewater	Environmental Services	Flood	P PP	City of Edgewater, Rehabilitation of Lift Stations #12, #23, #24, #46, #59 with Emergency Bypass Pumps	HMGP	$650,000.00	3/1/2024	3/1/2029	C
VOL-0690	Idalia (3)	New Smyrna Beach	Engineering	Flood	P PP	Elevation of 2 Flood Prone Homes	HMGP	$515,661.00	3/1/2024	3/1/2029	C
VOL-0691	Idalia (7)	New Smyrna Beach	Engineering	Flood	P PP	Elevate 1 Flood-Prone Home	HMGP	$683,958.00	3/1/2024	3/1/2029	C
VOL-0692	Idalia	New Smyrna Beach	Engineering	Flood		New Smyrna Beach Fire Station #53 Generator	HMGP	$ 682,000.00	3/1/2024	3/1/2029	T
VOL-0693	Idalia (8)	Port Orange	Public Works	Flood	P PP	Acquire and Demolish 3 Single Family Residence Homes	HMGP	$1,348,360.00	3/1/2024	3/1/2029	C
VOL-0694	Idalia (1)	Volusia County	Fire Services	All Hazards	P PP	Generator for Fire Station #41	HMGP	$130,000.00	3/1/2024	3/1/2029	C
VOL-0695	Idalia (15)	Daytona Beach Shores	Public Works	Flood	P PP	Sewer Improvements and Retrofit North of Dunlawton Ave.	HMGP	$4,628,000.00	3/1/2024	3/1/2029	C
VOL -0696	Idalia (16)	City of Oak Hill	Public Works	Flood	P PP	175 N US Hwy 1 improvements	HMGP	$2,903,765.00	3/1/2024	3/1/2029	C
VOL-0697	Idalia (17)	City of Oak Hill	Public Works	Flood	P PP	Ariel Canal improvements	HMGP	$3,560,819.00	3/1/2024	3/1/2029	C
VOL-0698	Idalia (18)	City of Oak Hill	Public Works	Flood	P PP	Bills Hills Canal Improvements	HMGP	$10,198,906.00	3/1/2024	3/1/2029	C

Project #	Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Est. Cost	Approved by LMS Working Group	Anticipated Completion Date	Status
VOL-0699	Idalia (19)	City of Oak Hill	Public Works	Flood	P PP	Turnbull Hammock Improvements	HMGP	$2,039,374.00	3/1/2024	3/1/2029	C
VOL-0700	Idalia (20)	City of Oak Hill	Public Works	Flood	P PP	Cummings Street Improvements	HMGP	$1,328,299.00	3/1/2024	3/1/2029	C
VOL-0701	Idalia	Volusia County	Coastal Division	Flood	P PP	Dunlawton Restroom and Vehicular Beach Access Ramp Resiliency	HMGP	$ 2,500,000.00	3/1/2024	3/1/2029	T
VOL-0702	Idalia (21)	Volusia County	Emergency Management	Flood	P PP	Retreat and Relocation of Silver Beach Restroom Building	HMGP	$450,000.00	3/1/2024	3/1/2029	C
VOL-0703	Idalia (22)	Volusia County	Emergency Management	Flood	P PP	Elevation - 449 Palm Ave, Ormond Beach	HMGP	$438,000.00	3/1/2024	3/1/2029	C
VOL-0704	Idalia (23)	Volusia County	Emergency Management	Flood	P PP	Acquisition – 1035 S. Glencoe Rd., New Smyrna Beach	HMGP	$700,000.00	3/1/2024	3/1/2029	C
VOL-0705		Edgewater	Environmental Services	Flood	P PP	Rehabilitation of Lift Station #13, #14, #15, #16 with Emergency Bypass Pumps		$850,000.00	12/13/2024	12/13/2029	C
VOL-0706		Edgewater	Environmental Services	Flood	P PP	Rehabilitation of Lift Station #19, #26, #30, #38 with Emergency Bypass Pumps		$850,000.00	12/13/2024	12/13/2029	C
VOL-0707		Edgewater	Environmental Services	Flood	P PP	Rehabilitation of Lift Station #40, #42, #51 with Emergency Bypass Pumps		$635,000.00	12/13/2024	12/13/2029	C
VOL-0708		South Daytona	Public Works	Flood	P PP	South Daytona Oriole Lane/Kenilworth Avenue Pond		$ 2,500,000.00	12/13/2024	12/13/2029	C

Project #	Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Est. Cost	Approved by LMS Working Group	Anticipated Completion Date	Status
VOL-0709		South Daytona	Public Works	Flood	P PP	South Daytona Green Street/Brian Avenue Pond		$ 2,500,000.00	12/13/2024	12/13/2029	C

Source: Volusia County Emergency Management

SECTION 10 – PLAN MAINTENANCE PROCEDURES

44 CFR Requirement

44 CFR Part201.6(c)(4)(i):
The plan shall include a plan maintenance process that includes a section describing the method and schedule of monitoring, evaluating and updating the mitigation plan within a five-year cycle.

44 CFR Part 201.6(c)(4)(ii):
The plan maintenance process shall include a process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate.

This section of the Plan discusses how the Mitigation Strategy and Mitigation Action Plan will be implemented and how the LMS will be evaluated and enhanced over time. This section also discusses how the public will continue to be involved in a sustained hazard mitigation planning process. It consists of the following three subsections:

- **Implementation**
- **Monitoring, Evaluation and Enhancement**
- **Continued Public Involvement**

10.1 IMPLEMENTATION

Each agency, department or other partners participating under the Volusia County Multi-Jurisdictional LMS is responsible for implementing specific mitigation actions as prescribed in the Mitigation Action Plan. Every proposed action listed in the Mitigation Action Plan is assigned to a specific "lead" agency or department in order to assign responsibility and accountability and increase the likelihood of subsequent implementation.

In addition to the assignment of a local lead department or agency, an implementation time period or a specific implementation date has been assigned in order to assess whether actions are being implemented in a timely fashion. Volusia County and its participating jurisdictions and partners will seek outside funding sources to implement mitigation projects in both the pre-disaster and post-disaster environments. When applicable, potential funding sources have been identified for proposed actions listed in the Mitigation Action Plan.

Volusia County will integrate this Mitigation Plan into relevant County government decision making processes or mechanisms. This includes integrating the Mitigation Plan requirements into other local planning documents, processes or mechanisms, such as comprehensive or capital improvement plans, when appropriate. Members of the LMS Working Group will ensure that the goals and strategies of new and updated local planning documents for their agencies or departments are consistent and do not conflict with the goals and actions of the LMS and will not contribute to increased hazard vulnerability in the County.

Opportunities to integrate the requirements of this Plan into other local planning mechanisms shall continue to be identified through future meetings of the LMS Working Group and through the five-year review process described herein. Although it is recognized that there are many possible benefits to integrating components of this Plan into other local planning mechanisms, the development and maintenance of this stand-alone Mitigation Plan is deemed by the Volusia County LMS Working Group to be the most effective and appropriate method to implement local hazard mitigation actions at this time.

10.2 MONITORING, EVALUATION AND ENHANCEMENT

Periodic revisions and updates of the LMS are required to ensure that the goals of the Plan are kept current and account for potential changes in hazard vulnerability and mitigation priorities. In addition, revisions may be necessary to ensure that the Plan is in full compliance with applicable federal and state regulations. Periodic evaluation of the Plan will also ensure that specific mitigation actions are being reviewed and carried out according to the Mitigation Action Plan.

The Volusia County LMS Working Group will continue to meet at least annually and following any disaster events warranting a reexamination of the mitigation actions being implemented or proposed for future implementation. This will ensure that the Plan is continuously updated to reflect changing conditions and needs within Volusia County. If determined appropriate or as requested, an annual report on the Plan will be developed and presented to the Volusia County Council in order to report progress on the actions identified in the Plan and to provide information on the latest legislative requirements and/or changes to those requirements.

10.2.1 Five (5) Year Plan Review

The Plan will be thoroughly reviewed by the LMS Working Group every five years to determine whether there have been any significant changes in Volusia County that may, in turn, necessitate changes in the types of mitigation actions proposed. New development in identified hazard areas, increased exposure to hazards, the increase or decrease in capability to address hazards, and changes to federal or state legislation are examples of factors that may affect the necessary content of the Plan.

The plan review provides Volusia County officials with an opportunity to evaluate those actions that have been successful and to explore the possibility of documenting potential losses avoided due to the implementation of specific mitigation measures. The plan review also provides the opportunity to address mitigation actions that may not have been successfully implemented as assigned. Volusia County Emergency Management Services department will be responsible for reconvening the LMS Working Group and conducting the five-year review.

During the five-year plan review process, the following questions will be considered as criteria for assessing the effectiveness and appropriateness of the Plan:

- Do the goals address current and expected conditions?
- Has the nature or magnitude of risks changed?
- Are the current resources appropriate for implementing the Plan?
- Are there implementation problems, such as technical, political, legal or coordination issues with other agencies?

- Have the outcomes occurred as expected?
- Did the County and participating agencies and other partners participate in the plan implementation process as assigned?

Following the five-year review, any revisions deemed necessary will be summarized and implemented according to the reporting procedures and plan amendment process outlined herein. Upon completion of the review and update/amendment process, the Volusia County LMS will be submitted to the State Hazard Mitigation Officer at the Florida Division of Emergency Management (FDEM) for final review and approval in coordination with the Federal Emergency Management Agency (FEMA).

5-Year Update Summary
Review Group Lead as of 2024: Aubrie Austin, Volusia County Emergency Management
Review Group Name: Volusia Prepares Working Group (see members in Section 2).
Interim LMS Review: LMS can be reviewed or commented on at any quarterly Volusia Prepares Meeting
2030 Review Date: The Volusia Prepares group will begin review no less than 365 days before the 2030-35 plan submittal date. This will ensure ample time to hire a contractor to complete the plan with all necessary community and municipal outreach completed.
Review Forum: Volusia Prepares Working Group Meetings (Quarterly)

10.2.2 Disaster Declaration

Following a disaster declaration, the Volusia County LMS will be revised as necessary to reflect lessons learned, or to address specific issues and circumstances arising from the event. It will be the responsibility of the Volusia County Emergency Management Services department to reconvene the LMS Working Group and ensure the appropriate stakeholders are invited to participate in the plan revision and update process following declared disaster events.

10.2.3 Reporting Procedures

The results of the five-year review will be summarized by the LMS Working Group in a report that will include an evaluation of the effectiveness of the Plan and any required or recommended changes or amendments. The report will also include an evaluation of implementation progress for each of the proposed mitigation actions, identifying reasons for delays or obstacles to their completion along with recommended strategies to overcome them.

10.2.4 Plan Amendment Process

Upon the initiation of the amendment process, Volusia County and its participating jurisdictions and partners will forward information on the proposed change(s) to all interested parties including, but not limited to, all directly affected County departments, residents, and businesses. Information will also be forwarded to the Florida Division of Emergency Management. This information will be disseminated in order to seek input on the proposed amendment(s) for not less than a 45-day review and comment period.

At the end of the 45-day review and comment period, the proposed amendment(s) and all comments will be forwarded to the LMS Working Group for final consideration. The committee will review the proposed

amendments along with the comments received from other parties, and, if acceptable, the committee will submit a recommendation for the approval and adoption of changes to the Plan to the Volusia County Council within 60 days.
In determining whether to recommend approval or denial of a Plan amendment request, the following factors will be considered by the LMS Working Group:

- There are errors, inaccuracies or omissions made in the identification of issues or needs in the Plan;
- New issues or needs have been identified which are not adequately addressed in the Plan;
- There has been a change in information, data, or assumptions from those on which the Plan is based.

Upon receiving the recommendation from the LMS Working Group and prior to adoption of the Plan, the County will hold a public hearing if deemed necessary. The Volusia County Council will review the recommendation from the LMS Working Group (including the factors listed above) and any oral or written comments received at the public hearing. Following that review, the County Council will take one of the following actions:

- Adopt the proposed amendments as presented
- Adopt the proposed amendments with modifications
- Refer to the amendments request back to the LMS Working Group for further revision, or
- Defer the amendment request back to the LMS Working Group for further consideration and/or additional hearings

10.2.5 Plan Integration

It is recommended that the findings from the LMS be integrated into individual jurisdictional plans to demonstrate the commitment to reducing hazard risk. Individual jurisdictions have been utilizing these findings in a variety of ways, such as identifying high risk areas through vulnerability assessments and incorporating the LMS project list into jurisdictional capital improvement plans.

There are opportunities for Volusia County and its jurisdictions to integrate the LMS into more specific plans. There are various reasons why hazards have profound impacts on the community. Potential causes of hazards that have been identified by members of the community include, but are not limited to:

- Inadequate maintenance of storm drains, lift stations, and canals
- Insufficient maintenance of stormwater retention and detention systems
- Encroachment upon or reduction of conservation areas
- Loss of vegetation and tree cover
- Increased impervious surface coverage, such as new residential dwellings and parking lots
- Severe rain events occurring on already saturated ground (e.g., Hurricanes Milton and Ian)
- Severe coastal erosion due to stronger and more frequent storm events
- Inadequate or antiquated stormwater retention and detention infrastructure in development
- Outdated or poorly designed stormwater conveyance systems
- Impacts from climate change, such as sea level rise

These concerns are multifaceted and require that findings of the LMS be integrated into existing plans in each participating jurisdiction. To provide the most effective hazard mitigation for Volusia County and its jurisdictions, local plans should address these concerns and dedicate resources to solving them.

Several measures are currently under consideration to reduce hazard risk in Volusia County and its jurisdictions. In 2023, Volusia County's Environmental and Natural Resources Advisory Committee (ENRAC) recommended a hybrid approach to Low Impact Development (LID); however, implementation was restricted due to Florida SB 250. With that limitation no longer in place, adopting mandatory LID and Green Infrastructure practices could provide effective hazard mitigation solutions. Updates to individual jurisdictions' stormwater ordinances are also forthcoming for review and potential approval. Additional mitigation strategies include infrastructure retrofits to improve stormwater management and strategic land-use planning to assess the suitability of future development.

Addressing hazard mitigation requires collaboration among policymakers, engineers, planners, and resilience experts. Local governments, alongside regional partners such as the East Central Florida Regional Planning Council, have access to technical expertise and data-driven recommendations to guide decision-making. It is critical to assess and implement these expert recommendations to enhance community resilience and reduce future hazard impacts. See Section 8 for further details on mitigation strategies.

10.3 CONTINUED PUBLIC INVOLVEMENT

44 CFR Requirement

44 CFR Part 201.6(c)(4)(iii):
The plan maintenance process shall include a discussion on how the community will continue public participation in the plan maintenance process

Public participation is an integral component to the mitigation planning process and will continue to be essential as this Plan evolves over time. As described above, significant changes or amendments to the Plan shall require a public hearing prior to any adoption procedures.

Other efforts to involve the public in the maintenance, evaluation and revision process will be made as necessary. These efforts may include:

- Advertising meetings of the LMS Working Group in local newspapers, public bulletin boards and/or County office buildings
- Designating willing and voluntary citizens and private sector representatives as official members of the LMS Working Group
- Utilizing local media to update the public of any maintenance and/or periodic review activities taking place
- Utilizing the Volusia County website to advertise any maintenance and/or periodic review activities taking place, and
- Keeping copies of the Plan in public libraries
- Continuing to engage the Program for Public Information

APPENDIX A: PLAN ADOPTIONS

This portion of the report compiles Resolutions of Adoption from member jurisdictions of Volusia County approving the 2025 LMS plan update.

APPENDIX A: PLAN ADOPTIONS

DAYTONA BEACH

DAYTONA BEACH SHORES

DEBARY

APPENDIX A: PLAN ADOPTIONS

DELAND

DELTONA

EDGEWATER

HOLLY HILL

LAKE HELEN

NEW SMYRNA BEACH

OAK HILL

ORANGE CITY

APPENDIX A: PLAN ADOPTIONS

ORMOND BEACH

APPENDIX A: PLAN ADOPTIONS

PIERSON

PONCE INLET

APPENDIX A: PLAN ADOPTIONS

PORT ORANGE

SOUTH DAYTONA

APPENDIX A: PLAN ADOPTIONS

UNINCORPORATED

APPENDIX B: BYLAWS OF "VOLUSIA PREPARES"

Bylaws of "Volusia Prepares"
The Volusia County Local Mitigation Strategy Steering Committee

ARTICLE I: PURPOSES OF THE TASK FORCE

The purpose of the Volusia County Local Mitigation Strategy Task Force, otherwise known as "Volusia Prepares", is to decrease the vulnerability of the citizens, governments, businesses and institutions of Volusia County to the future human, economic and environmental costs of natural, technological, and societal disasters. The Task Force will develop, monitor, implement, and maintain a comprehensive plan for hazard mitigation which will be intended to accomplish this purpose.

ARTICLE II: MEMBERSHIP

Participation in Volusia Prepares is voluntary by all entities. Membership in Volusia Prepares is open to all jurisdictions, organizations and individuals supporting its purposes

ARTICLE III: ORGANIZATIONAL STRUCTURE

The organizational structure of Volusia Prepares shall consist of a Steering Committee and subcommittees as deemed necessary by the Steering Committee.

A. The Steering Committee

Volusia Prepares shall be guided by a Steering Committee consisting of designated representatives of the following:

- One representative from the government of Volusia County and each participating incorporated municipality,
- One representative from organizations and associations representing key business, industry, and community interest groups of Volusia County, and
- Other such individuals appointed by a majority vote of the Steering Committee.

Members of the Steering Committee will be designated by formal appointment or other action to serve as the official representative and spokesperson for the jurisdiction or organization regarding the activities and decisions of Volusia Prepares. To maintain good standing, members of the Steering Committee must not have more than two unexcused absences from meetings during the course of a year. Three or more unexcused absences during the course of one calendar year may result in HMGP grant funding ineligibility for those jurisdiction(s) during the next Presidentially declared disaster.

B. Subcommittees

Volusia Prepares may have permanent and/or temporary subcommittees as deemed necessary by the Steering Committee. Membership in the subcommittees is not restricted. There are no requirements for individuals to maintain good standing as members of a permanent or temporary subcommittee.

C. Program Staff

The Volusia County Emergency Management Division, or other agency as so designated by the Steering Committee, will serve as the program staff for Volusia Prepares, and assist in the coordination and support of Volusia Prepares activities.

ARTICLE IV: OFFICERS

Any member in good standing of the Steering Committee is eligible for election as an officer. The Steering Committee will have a chair elected by a majority vote of a quorum of the members. The Steering Committee will also elect by majority vote a vice chair. Representatives of both local government and any participating private sector organizations will be eligible for election as an officer. Each will serve a term of one year, and be eligible for re-election for an unlimited number of terms. The chair and vice chair of the Steering Committee are also considered to be chair and vice chair of Volusia Prepares.

The chair of the Steering Committee will preside at each meeting of the Steering Committee, as well as establish temporary subcommittees and assign personnel to them. The vice chair will fulfill the duties and responsibilities of the chair in his or her absence.

The chair of each permanent or temporary subcommittee will be designated from the members in good standing of the Steering Committee by its chair, and will serve at the pleasure of the chair of the Steering Committee.

ARTICLE V: RESPONSIBILITIES

A. Steering Committee

The Steering Committee will be responsible for oversight and coordination of all actions and decisions by the Task Force, and is solely responsible for formal actions in the name of Volusia Prepares, including the release of reports, development of resolutions, issuance of position papers, and similar activities. The Steering Committee makes assignments to the subcommittees, coordinates their work, and takes action on their recommendations. Their goal is to make Volusia County disaster resistant by preventing or reducing the personal and economic loss from natural or man-made hazards through a partnership between government, businesses, organizations, associations, and citizens.

Objectives:

1. Keep the Volusia County Local Mitigation Strategy (LMS) document current (incorporating new projects, objectives, and goals).
2. Develop and maintain overall policies and procedures and integrate priorities of mitigation efforts.
3. Facilitate comprehensive effectiveness by coordinating with subcommittees.
4. Vote on proposed action plans and initiatives.
5. Develop a strategy to constantly identify and recruit new partners.
6. Develop a systematic method to share knowledge and market the need for being disaster resistant.
7. Promote accomplishments to elected officials and community.

B. Subcommittees

If established by the Steering Committee, subcommittees will have responsibilities as assigned by the Steering Committee members.

C. Program Staff

Technical, clerical and other types of support activities to the Steering Committee and subcommittees will be provided through the Volusia County Emergency Management Division or other agency or organizational staff as designated by the Steering Committee. The Steering Committee will also designate an agency of Volusia County to serve as the legal representative and agent of Volusia Prepares, and to be empowered under County statutes to accept and disburse funds, enter into contracts, hire staff, and take such other actions as necessary in support of, or for the benefit of, the Task Force. Other jurisdictions and organizations may also provide such services on a voluntary basis upon request of the chair of the Steering Committee.

ARTICLE VI: ACTIONS BY THE TASK FORCE

A. Authority for Actions

Only the Steering Committee has the authority to take final actions in the name of Volusia Prepares. Actions by subcommittees or program staff are not considered as final until affirmed by action of the Steering Committee.

B. Meetings, Voting and Quorum

Meetings of the Steering Committee and its subcommittees will be conducted in accord with Robert's Rules of Order, if and when deemed necessary by chair of the meeting. Regular meetings of the Steering Committee will be scheduled at least quarterly with a minimum of 10 working days' notice. Subcommittees will meet at least quarterly prior to Steering Committee meetings, or more frequently as deemed necessary, at the discretion of their chairperson.

All final actions and decisions made in the name of Volusia Prepares will be by affirmative vote of a quorum of the Steering Committee. A quorum shall be 50 percent of the members of the Steering Committee in good standing at the time of the vote. Each member of the Steering Committee will have one vote. Voting by proxy, written or otherwise, is permitted.

C. Special Votes

Special votes may be taken under emergency situations or when there are other extenuating circumstances as determined by the chair and/or vice chair of the Steering Committee. Special votes may be made by telephone, email, webinar, or any electronic means, or first class mail, and shall be in accord with all applicable quorum rules for such actions.

D. Public Hearings

When required by statute or the policies of Volusia County, or when deemed necessary by the Steering Committee, a public hearing regarding actions under consideration for implementation by Volusia Prepares will be held.

E. Documentation of Actions

All meetings and other forms of action by the Steering Committee and permanent subcommittees (if established) will be documented and made available for inspection by the public.

ARTICLE VII: ADOPTION OF AMENDMENTS AND CHANGES TO THE BYLAWS AND *"VOLUSIA PREPARES"* LOCAL MITIGATION STRATEGY DOCUMENT

The Bylaws of Volusia Prepares and the *"Volusia Prepares"* Local Mitigation Strategy document may be adopted and/or amended by a two-thirds majority vote of the members in good standing of the Steering Committee at any time. All proposed changes to the bylaws and *"Volusia Prepares"* Local Mitigation Strategy document will be provided to each member of the Steering Committee prior to voting on the proposed changes. Routine changes, additions, deletions, and deferment of mitigation initiatives and any other changes to the document may be made at any time by majority vote. Voting may be by telephone, email, webinar, or any electronic means, or first class mail. A 45-day public review and comment period shall apply to the five-year FEMA required update of the *"Volusia Prepares"* LMS Document.

ARTICLE VIII: DISSOLUTION OF THE TASK FORCE

The Task Force may be dissolved by affirmative vote of 100% of the members in good standing of the Steering Committee at the time of the vote, by order of a court of competent jurisdiction, and/or by instruction of the Volusia County governing body. At the time of dissolution, all remaining documents, records, equipment and supplies belonging to the Task Force will be transferred to Volusia County for disposition.

APPENDIX D: MEETING INFORMATION

Meeting Information

This section of the Volusia Local Mitigation Strategy includes documentation (agendas, sign-in sheets, other items) for the meetings held as part of the planning process. The planning team held four meetings, which are summarized below:

- **Public Kickoff Meeting**
  - September 20, 2024
  - The Working Group's Quarter 3 Meeting was open to the public. This meeting was held at the Volusia County Emergency Operations Center, 3825 Tiger Bay Road. The goal was to begin the public engagement process. The objective was to inform the Working Group and the public on the progress made up to that point and to discuss any updates needed to the priority project list.

- **Public Engagement Meetings**
  - November 25 and 26, 2024
  - Two public meetings were held to inform the public of the planning process and the overall scope of the 2025 Volusia County Local Mitigation Strategy. Maps and a draft plan were provided and general items within the plan were discussed. Special attention was given to community members' needs and recommendations for the plan.

- **Volusia Prepares Meeting and Conclusion Meeting for Public**
  - December 13, 2024
  - The next Local Mitigation Strategy Meeting was held at the Volusia County Emergency Operations Center, 3825 Tiger Bay Road. The purpose of this meeting was to show the jurisdictions and the public the draft plan and obtain comments and feedback.

Documentation for these meetings is found on the following pages of this appendix, including:

- Sign-In Sheets
- Agendas
- Press Releases
- Presentation Slides

APPENDIX E: CRITICAL FACILITY VULNERABILITY ASSESSMENT

This section of the Local Mitigation Strategy cross-references the locations of all critical facilities within Volusia County and its jurisdictions with environmental layers pertaining to the following hazard layers:

- Storm Surge Threat
- Fire Risk Zone
- Wind Risk
- FEMA Flood Zone

There are over 500 critical facilities identified within Volusia County and its jurisdictions. The critical facilities covered in this report cover the following types of facilities.

- Transportation
- Public Buildings
- Waste Water Systems
- Medical Facilities
- Schools
- Educational Facilities

Also covered in this section are **Water and Sewage Treatment Facilities**.

The tables on the following pages depict the critical facilities, by jurisdiction and facility type, that are located within Volusia County, Florida. Each critical facility is cross-referenced with the hazard zones to depict risk for the hazards listed above. This analysis involves numerous sources, such as:

- HAZUS
- National Hurricane Center
- U.S. Forest Service
- FEMA
- American Society of Civil Engineers
- ECFRPC
- Volusia County and Jurisdictions
- FDEP

APPENDIX E: CRITICAL FACILITY VULNERABILITY ASSESSMENT

Table 1: Jurisdictional Summary of Critical Assets

Jurisdiction	Jurisdiction Type	# of Assets	Total Financial Exposure (Assets)	Mean Year Built (Assets)
Volusia County	County	578	$10,940,822,969	1984
Daytona Beach	City	74	$3,407,757,509	1975
Daytona Beach Shores	City	2	$8,741,800	1984
Debary	City	7	$1,481,752,946	1993
DeLand	City	47	$1,077,176,288	1976
DeLeon Springs	Census Designated Place	3	$137,054,550	1984
Deltona	City	27	$431,515,600	1986
Edgewater	City	14	$421,779,479	1979
Holly Hill	City	10	$170,752,230	1978
Lake Helen	City	6	$35,579,280	1987
New Smyrna Beach	City	28	$571,274,878	1975
Oak Hill	City	4	$ 21,068,949	1983
Orange City	City	9	$277,059,730	1985
Ormond Beach	City	31	$314,347,059	1982
Pierson	City	4	$52,222,180	1982
Ponce Inlet	City	2	$ 8,741,800	1993
Port Orange	City	22	$789,670,500	1985
South Daytona	City	6	$33,242,490	1977
Enterprise	Unincorporated Community	2	$10,662,390	1983
Mims	Census Designated Place	1	$1,022,440	1997
Osteen	Unincorporated Community	3	$11,006,700	1989
Multi-Jurisdictional		276	$1,678,394,171	1991

Table 2: Total Asset Type for Entire County

Asset Type	Count
Medical Care Facilities	11
Emergency Operation Centers	2
Fire Stations	56
Police Stations	30
Schools	151
Communication Facilities	24
Electric Power Facilities	3
Waste Water Facilities	11
Potable Water Facilities	1
Natural Gas Pipelines	5
Airport Facilities	6
Airport Runways	14
Bus Facilities	2
Ferry Facilities	2
Railway Bridges	17
Port Facilities	10
Highway Bridges	238
TOTAL	583

Table 3: Critical Asset Hazard Analysis

Asset Name	Latitude	Longitude	Asset Type	Cat1 Surge	Cat3 Surge	Cat5 Surge	Wildfire Risk	Wind Zone	FEMA Flood Zone
Tomoka River	29.262661	-81.117817	Highway Bridges				Low	160 MPH	AE
FECRR - Tymber Crk Rd	29.332914	-81.131025	Highway Bridges				Moderate	160 MPH	
US-1	29.335833	-81.130972	Highway Bridges				Moderate	160 MPH	
Tomoka River	29.305056	-81.094197	Highway Bridges				Moderate	160 MPH	AE
Tomoka River	29.305189	-81.093964	Highway Bridges				Moderate	160 MPH	AE
Tomoka River	29.342186	-81.086317	Highway Bridges				Moderate	160 MPH	AE
I-95	29.403769	-81.155186	Highway Bridges				Moderate	160 MPH	
Canal to Bulow Creek	29.414089	-81.148136	Highway Bridges			X	Moderate	160 MPH	
Drainage Canal	29.353408	-81.102561	Highway Bridges		X	X	High	160 MPH	AE
Canal	29.351153	-81.099392	Highway Bridges				High	160 MPH	AE
Bulow Creek	29.407631	-81.121847	Highway Bridges	X	X	X	High	160 MPH	AE
Intracoastal Waterway	29.408639	-81.100889	Highway Bridges				High	160 MPH	AE
Canal	29.292617	-81.073381	Highway Bridges		X	X	Moderate	160 MPH	
Halifax River IWW	29.287278	-81.051706	Highway Bridges				Moderate	160 MPH	AE
Creek	29.296075	-81.079586	Highway Bridges			X	Moderate	160 MPH	
Misner Creek	29.278219	-81.088442	Highway Bridges			X	Moderate	160 MPH	AE
Misner Branch	29.28155	-81.094747	Highway Bridges			X	Moderate	160 MPH	AE
Canal	29.224494	-81.049611	Highway Bridges			X	Moderate	160 MPH	
Canal	29.234239	-81.054861	Highway Bridges				Moderate	160 MPH	
Canal	29.236108	-81.055147	Highway Bridges		X	X	Moderate	160 MPH	AE

Nova Canal	29.232511	-81.054139	Highway Bridges			X	Moderate	160 MPH	
11th Street Canal	29.243192	-81.047667	Highway Bridges		X	X	Moderate	160 MPH	
LPGA CANAL	29.24215	-81.050194	Highway Bridges			X	Moderate	160 MPH	
11th St. Canal	29.245656	-81.041586	Highway Bridges		X	X	Moderate	160 MPH	X
Halifax Canal	29.245989	-81.036514	Highway Bridges				Moderate	160 MPH	AE
Halifax Canal	29.245978	-81.039303	Highway Bridges				Moderate	160 MPH	
IWW Halifax River	29.230319	-81.021817	Highway Bridges				Moderate	160 MPH	AE
IWW Halifax River	29.231194	-81.022419	Highway Bridges				Moderate	160 MPH	AE
Halifax River	29.223103	-81.017761	Highway Bridges				Moderate	160 MPH	AE
Daytona Canal	29.225331	-81.023261	Highway Bridges	X	X	X	Moderate	160 MPH	AE
Nova Road Canal	29.229269	-81.052314	Highway Bridges			X	Moderate	160 MPH	
Halifax River IWW	29.2158	-81.015967	Highway Bridges				Moderate	160 MPH	AE
Halifax River IWW	29.215739	-81.015789	Highway Bridges				Moderate	160 MPH	AE
Halifax River	29.210689	-81.017531	Highway Bridges				Moderate	160 MPH	AE
Halifax River	29.208672	-81.016683	Highway Bridges				Moderate	160 MPH	AE
Halifax River	29.211125	-81.011131	Highway Bridges				Moderate	160 MPH	AE
Navy Canal	29.192686	-81.033736	Highway Bridges		X	X	Moderate	160 MPH	
Canal	29.189561	-81.031728	Highway Bridges		X	X	Moderate	160 MPH	AE
Nova Canal	29.175464	-81.028194	Highway Bridges		X	X	Moderate	160 MPH	
Canal	29.177661	-81.028544	Highway Bridges		X	X	Moderate	160 MPH	
Canal	29.178703	-81.028653	Highway Bridges		X	X	Moderate	160 MPH	
Canal	29.179275	-81.028781	Highway Bridges		X	X	Moderate	160 MPH	

Nova Canal	29.183861	-81.029692	Highway Bridges		X	X	Moderate	160 MPH	AE
11th Street Canal	29.214928	-81.090986	Highway Bridges				Moderate	160 MPH	
Reed Canal	29.158514	-80.995217	Highway Bridges	X	X	X	Moderate	160 MPH	
Nova Canal	29.170467	-81.025867	Highway Bridges		X	X	Moderate	160 MPH	
Nova Canal	29.173392	-81.027442	Highway Bridges		X	X	Moderate	160 MPH	
Nova Canal	29.166206	-81.023567	Highway Bridges		X	X	Moderate	160 MPH	
Nova Canal	29.160958	-81.022981	Highway Bridges		X	X	Moderate	160 MPH	
Nova Canal	29.154472	-81.019694	Highway Bridges		X	X	Moderate	160 MPH	
Reed Canal	29.1557	-81.016347	Highway Bridges				Moderate	160 MPH	
Reed Canal	29.158181	-81.010253	Highway Bridges	X	X	X	Moderate	160 MPH	
Reed Canal	29.158378	-81.003128	Highway Bridges				Moderate	160 MPH	X
Reed Canal	29.158389	-81.006806	Highway Bridges	X	X	X	Moderate	160 MPH	X
Sweetwater Creek	29.113558	-81.024989	Highway Bridges				Moderate	160 MPH	
SR-421	29.106056	-81.028889	Highway Bridges				Low	160 MPH	
Timothys Ditch	29.120831	-81.045	Highway Bridges				Moderate	160 MPH	
B-19 Canal	29.125742	-81.029497	Highway Bridges				Moderate	160 MPH	AE
B-19 Canal / Trib 1	29.119942	-81.032392	Highway Bridges				Moderate	160 MPH	AE
B19 Canal	29.141583	-81.045	Highway Bridges				Moderate	160 MPH	AE
Halifax Canal Lateral	29.137103	-81.007917	Highway Bridges		X	X	Moderate	160 MPH	
SR-421	29.106111	-81.028333	Highway Bridges				Low	160 MPH	
Sweetwater Branch	29.106889	-81.023111	Highway Bridges			X	Moderate	160 MPH	AE
Spruce Creek N Relief	29.088619	-80.970008	Highway Bridges				High	160 MPH	AE

Spruce Creek N. Relief	29.088697	-80.969739	Highway Bridges				High	160 MPH	AE
Rose Bay	29.103619	-80.972031	Highway Bridges				High	160 MPH	AE
Rose Bay	29.103683	-80.971764	Highway Bridges				High	160 MPH	AE
Cambridge Canal	29.1003	-80.987708	Highway Bridges	X	X	X	Moderate	160 MPH	AE
Rose Bay Canal	29.109186	-80.971406	Highway Bridges				High	160 MPH	X
Halifax River	29.144344	-80.983981	Highway Bridges				Moderate	160 MPH	AE
IWW Halifax River	29.148261	-80.975478	Highway Bridges				Low	160 MPH	AE
Canal	29.115658	-80.987658	Highway Bridges				Moderate	160 MPH	
IWW Indian River	29.038689	-80.906289	Highway Bridges				Moderate	160 MPH	AE
Callalisa Creek	29.029011	-80.903928	Highway Bridges				Moderate	160 MPH	AE
Spruce Creek	29.086339	-80.9687	Highway Bridges				High	160 MPH	AE
Spruce Creek	29.086417	-80.968475	Highway Bridges				High	160 MPH	AE
Spruce Creek S. Relief	29.083894	-80.967119	Highway Bridges				High	160 MPH	AE
Spruce Creek S. Relief	29.084028	-80.967139	Highway Bridges				High	160 MPH	AE
Murray Creek	29.079489	-80.955797	Highway Bridges				Moderate	160 MPH	X
Turnbull Creek	29.051139	-80.959833	Highway Bridges				High	160 MPH	AE
Canal	29.004689	-80.914456	Highway Bridges		X	X	Moderate	160 MPH	
US-1 & FECRR	29.020972	-80.925086	Highway Bridges				Low	160 MPH	X
Berrys Canal	29.028189	-80.921792	Highway Bridges				Moderate	160 MPH	VE
Conners Canal	29.032603	-80.916583	Highway Bridges				Moderate	160 MPH	AE
IWW Indian River	29.023789	-80.917589	Highway Bridges				Moderate	160 MPH	AE
Brando Canal	29.035153	-80.916456	Highway Bridges	X	X	X	Moderate	160 MPH	AE

Yacht Club Cut	29.013222	-80.915181	Highway Bridges				Moderate	160 MPH	AE
Gabordys Canal	29.004806	-80.913889	Highway Bridges		X	X	Moderate	160 MPH	
SR-442	28.950742	-80.95095	Highway Bridges				High	160 MPH	
SR-442	28.950733	-80.950347	Highway Bridges				High	160 MPH	
SR-44	29.012783	-80.988214	Highway Bridges				High	160 MPH	
SR-44	29.012803	-80.987567	Highway Bridges				High	160 MPH	
I-95	29.047581	-81.007042	Highway Bridges				Moderate	160 MPH	
Turnbull Creek	29.016858	-80.953633	Highway Bridges	X	X	X	Low	160 MPH	AE
Turnbull Creek	29.026269	-80.957814	Highway Bridges				Moderate	160 MPH	AE
Spruce Creek	29.090844	-81.021111	Highway Bridges	X	X	X	High	160 MPH	AE
Spruce Creek	29.090833	-81.020278	Highway Bridges	X	X	X	High	160 MPH	AE
Cnl.Trib. to Turnbull Ck	29.038608	-80.963558	Highway Bridges	X	X	X	Low	160 MPH	AE
Trib To Turnbull Creek	29.046825	-80.965906	Highway Bridges	X	X	X	Moderate	160 MPH	AE
FECRR	28.827078	-80.853639	Highway Bridges		X	X	Moderate	160 MPH	
Turnbull Creek	28.820669	-80.859919	Highway Bridges				High	160 MPH	AE
FECRR	28.826839	-80.853689	Highway Bridges				Moderate	160 MPH	
Creek	28.808694	-80.870922	Highway Bridges		X	X	Moderate	160 MPH	
Turnbull Creek	28.820828	-80.860036	Highway Bridges				High	160 MPH	AE
Turnbull Creek (West)	28.909544	-80.913219	Highway Bridges		X	X	Low	160 MPH	
Turnbull Creek (East)	28.911744	-80.908375	Highway Bridges		X	X	Low	160 MPH	X
Cow Creek	28.9281	-80.940461	Highway Bridges				Moderate	160 MPH	
Cow Creek	28.928689	-80.940139	Highway Bridges				Moderate	160 MPH	

Little Cow Creek	28.941747	-80.941694	Highway Bridges			X	Moderate	160 MPH	
Gabordys Canal	29.005364	-80.911592	Highway Bridges	X	X	X	Moderate	160 MPH	AE
Little Tomoka River	29.256597	-81.164317	Highway Bridges				Moderate	150 MPH	AE
Tomoka River	29.254944	-81.123561	Highway Bridges				Moderate	160 MPH	AE
Tomoka River	29.262722	-81.118111	Highway Bridges				Low	160 MPH	AE
I-95	29.273983	-81.121908	Highway Bridges				Moderate	160 MPH	
FECRR - Tymber Crk Rd	29.333122	-81.131311	Highway Bridges				Moderate	160 MPH	
US-1	29.336011	-81.131222	Highway Bridges				Moderate	160 MPH	
SR-40	29.256983	-81.115944	Highway Bridges				Moderate	160 MPH	
Habitat Connectivity	29.258933	-81.185492	Highway Bridges				High	150 MPH	
Groover Creek	29.273889	-81.127936	Highway Bridges			X	Moderate	160 MPH	AE
Groover Creek	29.277219	-81.129528	Highway Bridges			X	High	160 MPH	AE
Trib to Groover Creek	29.295578	-81.130019	Highway Bridges				Moderate	160 MPH	
Little Tomoka River	29.256806	-81.129	Highway Bridges		X	X	Moderate	160 MPH	AE
Tomoka River	29.164197	-81.090756	Highway Bridges				Moderate	160 MPH	AE
Tomoka River	29.164067	-81.090597	Highway Bridges				Moderate	160 MPH	AE
Tyson Creek	29.210111	-81.099703	Highway Bridges				High	160 MPH	
Canal	29.166417	-81.087744	Highway Bridges				Moderate	160 MPH	
Tomoka River	29.254717	-81.123592	Highway Bridges				Moderate	160 MPH	AE
I-95	29.219964	-81.103117	Highway Bridges				Moderate	160 MPH	
Beamers Canal	29.168167	-81.082944	Highway Bridges				Moderate	160 MPH	
US-92	29.171825	-81.084514	Highway Bridges				Moderate	160 MPH	

US-92	29.171997	-81.084339	Highway Bridges				Moderate	160 MPH	
US-92	29.171653	-81.084611	Highway Bridges				Moderate	160 MPH	
US-92	29.172225	-81.084269	Highway Bridges				Moderate	160 MPH	
I-95 & US-92	29.171389	-81.084761	Highway Bridges				Moderate	160 MPH	
Ramp J2	29.173644	-81.085181	Highway Bridges				Moderate	160 MPH	
Ramp J2	29.173194	-81.085569	Highway Bridges				Moderate	160 MPH	
Ramp J2	29.173342	-81.0855	Highway Bridges				Moderate	160 MPH	
Ramp J2	29.173528	-81.085333	Highway Bridges				Moderate	160 MPH	
Tomoka River	29.217208	-81.109453	Highway Bridges			X	Moderate	160 MPH	AE
I-95	29.197983	-81.095794	Highway Bridges				High	160 MPH	
Middle Haw Creek	29.241131	-81.230083	Highway Bridges				High	150 MPH	
Creek	29.129056	-81.1598	Highway Bridges				Moderate	150 MPH	A
Deep Creek	29.100294	-81.216667	Highway Bridges				High	150 MPH	
Habitat Connectivity	29.258772	-81.185397	Highway Bridges				High	150 MPH	
Creek	29.16635	-81.154717	Highway Bridges				High	150 MPH	A
Middle Haw Creek	29.244322	-81.225936	Highway Bridges				High	150 MPH	
I-95	29.155736	-81.075828	Highway Bridges				Moderate	160 MPH	
Tomoka River	29.150333	-81.08725	Highway Bridges				High	160 MPH	A
Tomoka River	29.150778	-81.090194	Highway Bridges				High	160 MPH	AE
Bear Wildlife Crossing	29.077222	-81.175556	Highway Bridges				High	150 MPH	
Cougar Wildlife Crossing	29.100556	-81.153889	Highway Bridges				High	160 MPH	A
Cougar Wildlife Crossing	29.10005	-81.153892	Highway Bridges				High	160 MPH	

Deer WIldlife Crossing	29.111944	-81.142222	Highway Bridges				High	160 MPH	
Deer Wildlife Crossing	29.111944	-81.1425	Highway Bridges				High	160 MPH	
I-4	29.136944	-81.118611	Highway Bridges				Moderate	160 MPH	
I-95	29.155083	-81.075472	Highway Bridges				Moderate	160 MPH	
I-95	29.157258	-81.076758	Highway Bridges				Moderate	160 MPH	
I-4 WB	29.154778	-81.078528	Highway Bridges				Moderate	160 MPH	
Ramp F2 & Ramp H1	29.154056	-81.077583	Highway Bridges				Moderate	160 MPH	
I-4	29.152222	-81.082778	Highway Bridges				High	160 MPH	
I-95	29.167778	-81.082778	Highway Bridges				Moderate	160 MPH	
Timothys Ditch	29.120683	-81.045675	Highway Bridges				Moderate	160 MPH	
Bear Wildlife Crossing	29.0775	-81.175278	Highway Bridges				High	150 MPH	
US 92	29.144431	-81.118278	Highway Bridges				Moderate	160 MPH	
Tributary to Spruce Crk	29.097689	-81.068653	Highway Bridges			X	Moderate	160 MPH	
Miller Creek	29.0729	-81.068144	Highway Bridges				Moderate	160 MPH	
Sweetwater Creek	29.087689	-81.068508	Highway Bridges			X	Moderate	160 MPH	AE
Turkey Creek	29.086411	-81.074531	Highway Bridges			X	Moderate	160 MPH	AE
Trib to Spruce Creek	29.056964	-81.068611	Highway Bridges				Moderate	160 MPH	
I-95	29.122347	-81.047847	Highway Bridges				Moderate	160 MPH	
Cabbage Slough	28.697764	-81.006031	Highway Bridges				Very High	160 MPH	AE
St Johns River Relief	28.7107	-81.022994	Highway Bridges				High	160 MPH	AE
St. Johns River	28.71405	-81.034128	Highway Bridges				Very High	160 MPH	AE

Alamana Canal	28.932317	-81.109975	Highway Bridges				High	160 MPH	A
Lake Ashby Canal	28.942825	-81.102681	Highway Bridges				High	160 MPH	A
Samsula Canal	29.011656	-81.041578	Highway Bridges				High	160 MPH	
Maytown Road	28.832997	-80.912097	Highway Bridges				High	160 MPH	
Maytown Rd.	28.833178	-80.91185	Highway Bridges				High	160 MPH	
Deep Creek	29.026139	-81.192306	Highway Bridges				High	150 MPH	
Deep Creek	29.0265	-81.190167	Highway Bridges				High	150 MPH	
Deep Creek	29.02675	-81.188694	Highway Bridges				High	150 MPH	
Cow Creek	28.839667	-81.024658	Highway Bridges				High	160 MPH	A
Underhill Slough	28.784903	-81.0252	Highway Bridges				High	160 MPH	AE
Lake Ashby Canal	28.846333	-81.079256	Highway Bridges				High	160 MPH	A
Lake Ashby Canal	28.941908	-81.102642	Highway Bridges				Moderate	160 MPH	A
Samsula Canal	28.996711	-81.049592	Highway Bridges				High	160 MPH	
Samsula Canal	28.991608	-81.040933	Highway Bridges				Moderate	160 MPH	A
Spruce Creek	29.090722	-81.026917	Highway Bridges				Moderate	160 MPH	AE
Spruce Creek	29.083944	-81.064972	Highway Bridges			X	Moderate	160 MPH	AE
Spruce Creek	29.050522	-81.046544	Highway Bridges			X	Moderate	160 MPH	
Deep Creek	29.163322	-81.390447	Highway Bridges				Moderate	150 MPH	
Deep Creek	29.20495	-81.367744	Highway Bridges				High	150 MPH	
Canal	29.221953	-81.330042	Highway Bridges				Moderate	150 MPH	
Little Haw Creek	29.226672	-81.311033	Highway Bridges				Moderate	150 MPH	
Lake Dias Creek	29.166775	-81.298972	Highway Bridges				Moderate	150 MPH	
Creek	29.254347	-81.32715	Highway Bridges				Moderate	150 MPH	

Little Haw Swamp	29.260928	-81.355314	Highway Bridges				Moderate	150 MPH	A
Creek	29.170933	-81.468992	Highway Bridges				High	150 MPH	
Creek	29.178719	-81.436931	Highway Bridges				High	150 MPH	
Deep Creek	29.161722	-81.390178	Highway Bridges				Moderate	150 MPH	
Lake Gertie	29.054728	-81.311314	Highway Bridges				Moderate	150 MPH	A
Lake Gertie	29.054539	-81.311325	Highway Bridges				Moderate	150 MPH	A
Little Haw Creek	29.060703	-81.268472	Highway Bridges				Moderate	150 MPH	
Little Haw Creek	29.065597	-81.272511	Highway Bridges				Moderate	150 MPH	
Little Haw Creek	29.075642	-81.273264	Highway Bridges				Moderate	150 MPH	
Blue Lake Equalizer	29.035967	-81.26755	Highway Bridges				High	150 MPH	AE
I-4	29.017717	-81.2317	Highway Bridges				High	150 MPH	A
I-4 EB	29.017419	-81.231947	Highway Bridges				High	150 MPH	
I-4	28.955358	-81.257686	Highway Bridges				High	150 MPH	
I-4	28.966272	-81.254183	Highway Bridges				High	150 MPH	
I-4	28.984611	-81.248364	Highway Bridges				Moderate	150 MPH	
I-4	29.004022	-81.242186	Highway Bridges				Moderate	150 MPH	
St. Johns River	29.008728	-81.382069	Highway Bridges				Moderate	150 MPH	AE
CSX-RR	29.024306	-81.354914	Highway Bridges				High	150 MPH	
US-17/92	28.974142	-81.298989	Highway Bridges				High	150 MPH	
Seaboard Coastline RR	28.952339	-81.332231	Highway Bridges				High	150 MPH	
I-4	28.955133	-81.257722	Highway Bridges				High	150 MPH	
I-4	28.948678	-81.259817	Highway Bridges				High	150 MPH	

FPL Cooling Disch. Canal	28.845317	-81.325806	Highway Bridges				Moderate	150 MPH	
FPL Cooling Intake Canal	28.845314	-81.325397	Highway Bridges				Moderate	150 MPH	
FPL Cooling Disch. Canal	28.856278	-81.325433	Highway Bridges				Moderate	150 MPH	A
FPL Cooling Intake Canal	28.856281	-81.325031	Highway Bridges				Moderate	150 MPH	A
Konomac Canal	28.8651	-81.348075	Highway Bridges				Moderate	150 MPH	
US-17-92 -St Johns River	28.835578	-81.319619	Highway Bridges				High	150 MPH	AE
Deep Creek	28.899928	-81.134083	Highway Bridges				Moderate	160 MPH	A
St. Johns River	28.802664	-81.210281	Highway Bridges				High	150 MPH	AE
St Johns River Relief	28.815553	-81.190525	Highway Bridges				High	150 MPH	AE
Deep Ck. Diversion Cnl	28.846075	-81.101772	Highway Bridges				Moderate	160 MPH	A
Dirksen Drive	28.871614	-81.284528	Highway Bridges				High	150 MPH	
Padgett Creek	28.868778	-81.28595	Highway Bridges				High	150 MPH	
Dirksen Dr	28.871669	-81.284233	Highway Bridges				High	150 MPH	
I-4	28.911256	-81.271783	Highway Bridges				Moderate	150 MPH	
I-4	28.911064	-81.271886	Highway Bridges				Moderate	150 MPH	
I-4	28.887019	-81.279375	Highway Bridges				Moderate	150 MPH	
Padgett Creek	28.8689	-81.286183	Highway Bridges				High	150 MPH	
US-17-92-St Johns River	28.835211	-81.319106	Highway Bridges				High	150 MPH	AE

St. Johns River	28.802764	-81.21045	Highway Bridges				High	150 MPH	AE
St. Johns River Relief	28.815631	-81.190639	Highway Bridges				High	150 MPH	AE
FLORIDA HOSPITAL OCEANSIDE	29.284637	-81.036867	Medical Care Facilities		X	X	Moderate	160 MPH	
SELECT SPECIALTY HOSPITAL - DAYTONA B...	29.242562	-81.107419	Medical Care Facilities				High	160 MPH	
ADVENT HEALTH DAYTONA BEACH	29.24311	-81.107657	Medical Care Facilities				High	160 MPH	
HALIFAX PSYCHIATRIC CENTER-NORTH	29.21402	-81.068593	Medical Care Facilities				Moderate	160 MPH	
HALIFAX HEALTH MEDICAL CENTER	29.202385	-81.054828	Medical Care Facilities				Moderate	160 MPH	
DAYTONA BEACH VETERANS AFFAIRS OUTPAT...	29.206409	-81.061756	Medical Care Facilities				Moderate	160 MPH	
HALIFAX HEALTH MEDICAL CENTER-PORT O...	29.126212	-81.008574	Medical Care Facilities		X	X	Moderate	160 MPH	
ADVENT HEALTH NEW SMYRNA BEACH	29.020291	-80.92186	Medical Care Facilities		X	X	Low	160 MPH	
ADVENT HEALTH DELAND	29.043653	-81.317344	Medical Care Facilities				Moderate	150 MPH	

ADVENT HEALTH FISH MEMORIAL	28.914371	-81.285162	Medical Care Facilities				Low	150 MPH	
HALIFAX HEALTH UF HEALTH MEDICAL CENT...	28.957659	-81.255725	Medical Care Facilities				High	150 MPH	
FLORIDA EAST COAST; ARTIFICIAL PATH	29.304347	-81.095737	Railway Bridges				Low	160 MPH	AE
FLORIDA EAST COAST; CANAL/DITCH	29.313402	-81.10535	Railway Bridges			X	Low	160 MPH	
FLORIDA EAST COAST; CANAL/DITCH	29.293181	-81.079918	Railway Bridges		X	X	Moderate	160 MPH	
FLORIDA EAST COAST; STREAM/RIVER	29.288747	-81.071167	Railway Bridges		X	X	Moderate	160 MPH	AE
FLORIDA EAST COAST; CANAL/DITCH	29.244638	-81.044155	Railway Bridges				Moderate	160 MPH	AE
FLORIDA EAST COAST; REED CANAL	29.158451	-81.000073	Railway Bridges	X	X	X	Moderate	160 MPH	AE
FLORIDA EAST COAST; STREAM/RIVER	29.102114	-80.985322	Railway Bridges	X	X	X	High	160 MPH	
FLORIDA EAST COAST; STREAM/RIVER	29.106569	-80.985671	Railway Bridges				Moderate	160 MPH	AE

FLORIDA EAST COAST; ARTIFICIAL PATH	29.080103	-80.98349	Railway Bridges				Moderate	160 MPH	AE
FLORIDA EAST COAST; ARTIFICIAL PATH	29.050713	-80.959727	Railway Bridges				High	160 MPH	AE
FLORIDA EAST COAST; STREAM/RIVER	29.039559	-80.939592	Railway Bridges		X	X	Moderate	160 MPH	X
FLORIDA EAST COAST; TURNBULL CREEK	28.806058	-80.85946	Railway Bridges				High	160 MPH	X
FLORIDA EAST COAST; STREAM/RIVER	28.999701	-80.916262	Railway Bridges		X	X	Moderate	160 MPH	
FLORIDA EAST COAST; CANAL/DITCH	29.003614	-80.918066	Railway Bridges		X	X	Moderate	160 MPH	AE
FLORIDA EAST COAST; CANAL/DITCH	29.340113	-81.140654	Railway Bridges				Moderate	160 MPH	
CSX TRANSPORTATION; STREAM/RIVER	29.162683	-81.390328	Railway Bridges				Moderate	150 MPH	
CSX TRANSPORTATION; SAINT JOHNS RIVER	28.837797	-81.324658	Railway Bridges				High	150 MPH	
DRMOND BEACH FLA	29.30745	-81.05813	Port Facilities				Moderate	160 MPH	AE

DAYTONA BCH MUN YACHT BASIN	29.21716	-81.01551	Port Facilities				Moderate	160 MPH	AE
NEW SMYRNA BCH MUNICIPAL WHFS	29.03892	-80.90636	Port Facilities				Moderate	160 MPH	AE
SHRIMP DOCKS NEW SMYRNA BCH	29.039188	-80.906138	Port Facilities				Moderate	160 MPH	AE
USCG STATION, PONCE DE LEON INLET, FL	29.063462	-80.914598	Port Facilities				High	160 MPH	AE
OAKHILL FISH DOCK	28.88228	-80.842463	Port Facilities				High	160 MPH	AE
EDGEWATER FLA	29.0016	-80.90653	Port Facilities				Moderate	160 MPH	AE
FLA POWER & LIGHT LAKE MONROE	28.839615	-81.32605	Port Facilities				Moderate	150 MPH	AE
ENTERPRISE FLA	28.86845	-81.272146	Port Facilities				Moderate	150 MPH	
De Land	28.976848	-81.35932	Ferry Facilities				Moderate	150 MPH	AE
Hontoon Island State Park	28.975272	-81.360608	Ferry Facilities				Moderate	150 MPH	AE
DOTS Terminal	29.226	-81.0511	Bus Facilities			X	Moderate	160 MPH	
Greyhound Bus Station	29.2101	-81.023	Bus Facilities		X	X	Moderate	160 MPH	
03147.*A	29.178601	-81.062852	Airport Runways				Moderate	160 MPH	
03147.*A	29.177879	-81.052299	Airport Runways				Low	160 MPH	
03147.*A	29.183276	-81.052683	Airport Runways				Low	160 MPH	

03147.2*A	29.080188	-81.046629	Airport Runways				Low	160 MPH	
03156.*A	29.064757	-81.283058	Airport Runways				Moderate	150 MPH	
03156.*A	29.068662	-81.284259	Airport Runways				Moderate	150 MPH	
03156.2*A	29.104115	-81.314193	Airport Runways				Moderate	150 MPH	
03387.*A	29.054239	-80.947938	Airport Runways		X	X	Moderate	160 MPH	
03387.*A	29.058146	-80.951115	Airport Runways	X	X	X	Moderate	160 MPH	
03387.*A	29.054206	-80.947262	Airport Runways		X	X	Moderate	160 MPH	X
03387.2*A	28.978909	-80.924775	Airport Runways		X	X	Low	160 MPH	
03411.*A	29.301904	-81.114064	Airport Runways			X	Moderate	160 MPH	
03411.*A	29.300314	-81.113512	Airport Runways			X	Moderate	160 MPH	
03443.1*A	29.250036	-81.45934	Airport Runways				High	150 MPH	
ORMOND BEACH MUNI	29.301139	-81.113806	Airport Facilities			X	Moderate	160 MPH	
NEW SMYRNA BEACH MUNI	29.055694	-80.948917	Airport Facilities	X	X	X	Moderate	160 MPH	X
PIERSON MUNI	29.250028	-81.459333	Airport Facilities				High	150 MPH	
ADVENT HEALTH DELAND	29.044631	-81.317839	Airport Facilities				Moderate	150 MPH	
DELAND MUNI-SIDNEY H TAYLOR FIELD	29.067028	-81.28375	Airport Facilities				Moderate	150 MPH	
DAYTONA BEACH INTL	29.179917	-81.058056	Airport Facilities				Low	160 MPH	
HIGHBRIDE PARK	29.40856	-81.09953	Potable Water Facilities	X	X	X	High	160 MPH	AE
PORT ORANGE (DW)	29.136101	-80.994698	Waste Water Systems	X	X	X	Moderate	160 MPH	AE

ORMOND BEACH, CITY OF - ORMOND BEACH ...	29.2936	-81.083099	Waste Water Systems				Moderate	160 MPH	AE
DELAND, CITY OF - WILEY M NASH WRF	29.009001	-81.298103	Waste Water Systems				Low	150 MPH	
VEHICLE MAINTENANCE FACILITY	29.217501	-81.0289	Waste Water Systems		X	X	Moderate	160 MPH	A
KENNEDY PARK IMPROVEMENTS	28.9933	-80.904701	Waste Water Systems	X	X	X	Moderate	160 MPH	AE
EDGEWATER, CITY OF	28.9898	-80.899902	Waste Water Systems				Moderate	160 MPH	AE
LAKE WOODRUFF NATIONAL WILDLIFE REFUGE	29.1061	-81.366097	Waste Water Systems				High	150 MPH	
SMYRNA BEACH, CITY OF - NEW SMYRNA BE...	29.030399	-80.917198	Waste Water Systems				Moderate	160 MPH	VE
KENNEDY SPACE CNTR FEDERAL CRE	28.950501	-80.885597	Waste Water Systems			X	Moderate	160 MPH	
HOLLY HILL, CITY OF (DW)	29.2447	-81.034103	Waste Water Systems				Moderate	160 MPH	AE
DAYTONA BEACH/BETHUNE POINT (D	29.196199	-81.008301	Waste Water Systems	X	X	X	Moderate	160 MPH	X

SANFORD	28.843155	-81.325464	Electric Power Facilities				Moderate	150 MPH	
DEBARY	28.90386	-81.33233	Electric Power Facilities				High	150 MPH	
FIELD STREET	29.017319	-80.932856	Electric Power Facilities		X	X	Moderate	160 MPH	
WYND 1310	28.99943	-81.29812	Communication Facilities				Moderate	150 MPH	
WNDB 1150	29.23526	-81.07172	Communication Facilities				Moderate	160 MPH	
WROD 1340	29.18887	-81.00756	Communication Facilities	X	X	X	Moderate	160 MPH	AE
WNDA 1490	29.01637	-81.2859	Communication Facilities				High	150 MPH	
WNDA 1490	29.01832	-81.29951	Communication Facilities				Moderate	150 MPH	
WSBB 1230	29.03276	-80.91728	Communication Facilities				Moderate	160 MPH	AE
WMFJ 1450	29.22526	-81.02478	Communication Facilities	X	X	X	Moderate	160 MPH	AE
WPUL 1590	29.1547	-81.022	Communication Facilities		X	X	Moderate	160 MPH	
WELE 1380	29.26942	-81.08145	Communication Facilities				Low	160 MPH	
WKRO-FM CH 226	28.89471	-80.88533	Communication Facilities		X	X	Moderate	160 MPH	
WOCL CH 290	28.92138	-81.31895	Communication Facilities				High	150 MPH	
WHOG-FM CH 239	29.23637	-81.07284	Communication Facilities				Moderate	160 MPH	
WJLU CH 209	29.00915	-80.97394	Communication Facilities			X	Moderate	160 MPH	A

WVYB CH 277	29.23637	-81.07284	Communication Facilities				Moderate	160 MPH	
WKTO CH 204	29.04165	-81.05617	Communication Facilities				Moderate	160 MPH	
WAPN CH 218	29.25192	-81.04783	Communication Facilities		X	X	Moderate	160 MPH	AE
WJHM CH 270	28.92138	-81.31895	Communication Facilities				High	150 MPH	
WESH CH 2	28.93832	-81.3159	Communication Facilities				High	150 MPH	
WVEN-TV CH 26	29.28637	-81.4934	Communication Facilities				High	150 MPH	
WCEU CH 15	29.17359	-81.15645	Communication Facilities				High	150 MPH	
WDYB-LP CH 53	29.23165	-81.04172	Communication Facilities		X	X	Moderate	160 MPH	
PINE TRAIL ELEMENTARY SCHOOL	29.275252	-81.114165	Schools				Moderate	160 MPH	
OSCEOLA ELEMENTARY SCHOOL	29.286605	-81.039883	Schools		X	X	Moderate	160 MPH	
ST BRENDAN CATHOLIC SCHOOL	29.315548	-81.053512	Schools			X	Low	160 MPH	
PACE CENTER FOR GIRLS	29.279335	-81.059199	Schools			X	Moderate	160 MPH	
ORMOND BEACH ELEMENTARY SCHOOL	29.283762	-81.057727	Schools			X	Moderate	160 MPH	
ORMOND BEACH	29.308101	-81.070235	Schools			X	Moderate	160 MPH	

MIDDLE SCHOOL									
THE LITTLE ENGINE ACADEMY	29.268103	-81.078258	Schools				Moderate	160 MPH	
DAYTONA COLLEGE	29.27008	-81.080138	Schools				Low	160 MPH	
CHABAD ESFORMES HEBREW ACADEMY	29.273506	-81.095471	Schools				Moderate	160 MPH	
TEMPLE BETH-EL SCHOOL	29.292892	-81.086449	Schools			X	Moderate	160 MPH	
ACS EDUCATIONAL RESOURCES AND CONSULT...	29.279675	-81.080201	Schools			X	Low	160 MPH	
TOMOKA ELEMENTARY SCHOOL	29.274802	-81.09084	Schools			X	Moderate	160 MPH	
DAVID C. HINSON SR. MIDDLE SCHOOL	29.239699	-81.094684	Schools				High	160 MPH	
REIGN HOMESCHOOLING ACADEMY	29.273596	-81.094289	Schools				Moderate	160 MPH	
DAYTONA STATE COLLEGE - ADVANCED TECH...	29.232026	-81.098931	Schools				High	160 MPH	

HOLLY HILL SCHOOL	29.249336	-81.055414	Schools			X	Moderate	160 MPH	
UBIC ACADEMY	29.252831	-81.055429	Schools			X	Moderate	160 MPH	
INSTALLER INSTITUTE	29.254596	-81.046818	Schools			X	Moderate	160 MPH	
SEABREEZE HIGH SCHOOL	29.266532	-81.02991	Schools		X	X	Moderate	160 MPH	
ORTONA ELEMENTARY SCHOOL	29.24729	-81.02356	Schools			X	Low	160 MPH	
LOURDES ACADEMY	29.2418	-81.02111	Schools			X	Moderate	160 MPH	
RIVERVIEW LEARNING CENTER	29.238417	-81.016584	Schools		X	X	Low	160 MPH	
IMAGINATION STATION TOO MONTESSORI	29.233445	-81.016323	Schools			X	Moderate	160 MPH	
BASILICA SCHOOL OF ST PAUL	29.216946	-81.027161	Schools		X	X	Moderate	160 MPH	
FATHER LOPEZ CATHOLIC HIGH SCHOOL	29.218548	-81.045937	Schools		X	X	Moderate	160 MPH	AE
LIVING FAITH ACADEMY	29.229362	-81.064155	Schools				Moderate	160 MPH	
AMIKIDS VOLUSIA	29.213356	-81.063596	Schools				Moderate	160 MPH	
HALIFAX BEHAVIORAL SERVICES	29.214037	-81.06858	Schools				Moderate	160 MPH	

RICHARD MILBURN ACADEMY	29.217315	-81.049547	Schools			X	Moderate	160 MPH	
EASTER SEALS CHILD DEVELOPMENT CENTER...	29.206916	-81.054454	Schools				Moderate	160 MPH	
UNIVERSITY OF CENTRAL FLORIDA - DAYTO...	29.201995	-81.048576	Schools				Moderate	160 MPH	
DAYTONA STATE COLLEGE	29.202259	-81.051285	Schools				Moderate	160 MPH	
THE CHILES ACADEMY	29.213284	-81.039736	Schools		X	X	Moderate	160 MPH	
PURE IN HEART CHRISTIAN ACAD& PERFORM...	29.210732	-81.020541	Schools	X	X	X	Moderate	160 MPH	AE
DAYTONA STATE COLLEGE - NEWS-JOURNAL ...	29.21517	-81.019609	Schools		X	X	Moderate	160 MPH	
BETHUNE-COOKMAN UNIVERSITY	29.210556	-81.031595	Schools		X	X	Moderate	160 MPH	A
TURIE T. SMALL ELEMENTARY SCHOOL	29.195917	-81.027159	Schools		X	X	Moderate	160 MPH	X
CAMPBELL	29.195004	-81.030466	Schools		X	X	Moderate	160 MPH	

MIDDLE SCHOOL									
MOUNT CALVARY ACADEMY	29.194227	-81.024035	Schools		X	X	Moderate	160 MPH	X
THE CHASE ACADEMY, INC.	29.177731	-81.024847	Schools		X	X	Moderate	160 MPH	AE
PALM TERRACE ELEMENTARY SCHOOL	29.198401	-81.074249	Schools				Moderate	160 MPH	
WESTSIDE ELEMENTARY SCHOOL	29.224138	-81.071315	Schools				Moderate	160 MPH	
HALIFAX ACADEMY	29.189019	-81.081327	Schools				Moderate	160 MPH	
WARNER CHRISTIAN ACADEMY	29.179476	-81.007256	Schools		X	X	Moderate	160 MPH	
INTERNATIONAL ACADEMY	29.162176	-80.997791	Schools		X	X	Moderate	160 MPH	
BLUE JAY ACADEMY	29.17319	-81.025156	Schools		X	X	Moderate	160 MPH	X
SOUTH DAYTONA ELEMENTARY SCHOOL	29.168283	-81.008205	Schools		X	X	Moderate	160 MPH	X
HORIZON ELEMENTARY SCHOOL	29.119404	-81.038035	Schools				Moderate	160 MPH	
HOSPITAL HOMEBOUND	29.14862	-81.026749	Schools				Moderate	160 MPH	

ATLANTIC HIGH SCHOOL	29.148642	-81.026679	Schools				Moderate	160 MPH	
DAYTONA BEACH CHRISTIAN ACADEMY	29.170829	-81.038026	Schools				Moderate	160 MPH	
SUGAR MILL ELEMENTARY SCHOOL	29.147327	-81.001034	Schools		X	X	Moderate	160 MPH	
SILVER SANDS MIDDLE SCHOOL	29.131416	-81.017155	Schools			X	Moderate	160 MPH	
SPRUCE CREEK ELEMENTARY SCHOOL	29.105717	-81.004796	Schools			X	Moderate	160 MPH	
WISE INDEPENDENT PRIVATE SCHOOL SYSTEM	29.110693	-80.977931	Schools		X	X	Moderate	160 MPH	
PORT ORANGE ELEMENTARY SCHOOL	29.142252	-80.991424	Schools		X	X	Moderate	160 MPH	
SWEETWATER ELEMENTARY SCHOOL	29.116328	-81.017421	Schools				Moderate	160 MPH	
SPRUCE CREEK HIGH SCHOOL	29.108707	-81.016027	Schools				Moderate	160 MPH	
R. J. LONGSTREET ELEMENTARY SCHOOL	29.176687	-80.986041	Schools		X	X	Moderate	160 MPH	

CORONADO BEACH ELEMENTARY SCHOOL	29.002761	-80.878685	Schools		X	X	High	160 MPH	
READ-PATTILLO ELEMENTARY SCHOOL	29.010897	-80.919753	Schools		X	X	Moderate	160 MPH	X
SACRED HEART CATHOLIC SCHOOL	29.038981	-80.934583	Schools		X	X	Moderate	160 MPH	
KNIGHT'S CHRISTIAN ACADEMY	29.022958	-80.923193	Schools	X	X	X	Low	160 MPH	X
NEW SMYRNA BEACH HIGH SCHOOL	29.003172	-80.930417	Schools		X	X	Moderate	160 MPH	
NEW SMYRNA BEACH MIDDLE SCHOOL	29.00452	-80.923569	Schools		X	X	Moderate	160 MPH	
CHISHOLM ELEMENTARY SCHOOL	29.030038	-80.932675	Schools		X	X	Low	160 MPH	X
BETHEL CHRISTIAN ACADEMY	29.024306	-80.933056	Schools		X	X	Low	160 MPH	AE
BURNS SCIENCE AND TECHNOLOGY CHARTER	28.862161	-80.848962	Schools				Low	160 MPH	
INDIAN RIVER ELEMEN	28.945576	-80.891184	Schools			X	Moderate	160 MPH	

TARY SCHOOL									
EDGEHOP CHRISTIAN ACADEMY	28.94675	-80.88452	Schools			X	Moderate	160 MPH	
EDGEWATER PUBLIC SCHOOL	28.984204	-80.907127	Schools		X	X	Moderate	160 MPH	
DISCOVERY DAYS INSTITUTE OF LEARNING	28.994507	-80.908779	Schools		X	X	Moderate	160 MPH	
LITTLE EXPLORERS MONTESSORI	29.000404	-80.912488	Schools		X	X	Moderate	160 MPH	
DAYTONA STATE COLLEGE - NEW SMYRNA BE...	28.999955	-80.926968	Schools		X	X	Moderate	160 MPH	
PATHWAYS ELEMENTARY SCHOOL	29.272286	-81.135136	Schools				Moderate	160 MPH	
CALVARY CHRISTIAN ACADEMY	29.257414	-81.118765	Schools			X	High	160 MPH	
CHAMPION ELEMENTARY SCHOOL	29.207816	-81.137	Schools				High	160 MPH	A
THE CHILDRENS HOUSE	29.252387	-81.129993	Schools				Moderate	160 MPH	
RIVERBEND	29.249844	-81.134899	Schools				Moderate	160 MPH	

ACADEMY									
VOLUSIA REGIONAL JUVENILE DETENTION C...	29.136766	-81.142734	Schools				Moderate	160 MPH	
DAYTONA JUVENILE RESIDENTIAL FACILITY	29.136718	-81.142758	Schools				Moderate	160 MPH	
STEWART TREATMENT CENTER	29.144914	-81.152038	Schools				Moderate	150 MPH	
DEPT. OF CORRECTIONS EDUCATIONAL PROGRAM	29.140435	-81.149447	Schools				Moderate	160 MPH	
ROCK CHURCH ACADEMY	29.091007	-81.050648	Schools				High	160 MPH	
SAMSULA ACADEMY	29.022283	-81.050897	Schools				High	160 MPH	
SPACE COAST CHRISTIAN ACADEMY	29.02075	-81.050837	Schools				High	160 MPH	
CYPRESS CREEK ELEMENTARY SCHOOL	29.083122	-81.027195	Schools			X	Moderate	160 MPH	
TLC KIDS CARE	29.089508	-81.048664	Schools			X	High	160 MPH	
CREEKSIDE	29.06639	-81.04165	Schools				Moderate	160 MPH	

MIDDLE SCHOOL									
T. DEWITT TAYLOR MIDDLE-HIGH SCHOOL	29.246292	-81.457942	Schools				High	150 MPH	
PIERSON ELEMENTARY SCHOOL	29.24407	-81.463728	Schools				Moderate	150 MPH	
STETSON BAPTIST CHRISTIAN SCHOOL	29.035795	-81.323928	Schools				Moderate	150 MPH	
LOUISE S. MCINNIS ELEMENTARY SCHOOL	29.123646	-81.350978	Schools				Moderate	150 MPH	
CITRUS GROVE ELEMENTARY SCHOOL	29.03934	-81.33579	Schools				Moderate	150 MPH	
GEORGE W. MARKS ELEMENTARY SCHOOL	29.046084	-81.297041	Schools				High	150 MPH	
BLUE LAKE ELEMENTARY SCHOOL	29.030888	-81.276335	Schools				High	150 MPH	
FREEDOM ELEMENTARY SCHOOL	28.994105	-81.271431	Schools				High	150 MPH	
DAYTONA STATE COLLEGE - DELAND	29.012027	-81.243074	Schools				High	150 MPH	

DELAND MIDDLE SCHOOL	29.00428	-81.297508	Schools				Moderate	150 MPH	
FLORIDA TECHNICAL COLLEGE - DELAND CA...	29.009117	-81.300638	Schools				Low	150 MPH	
ESE RELATED SERVICES	29.030191	-81.308641	Schools				Low	150 MPH	
PK CHILD CARE PROGRAM	29.03016	-81.308493	Schools				Low	150 MPH	
ST BARNABAS EPISCOPAL SCHOOL	29.033073	-81.308361	Schools				Moderate	150 MPH	
CASA MONTESSORI	29.030416	-81.315724	Schools				Moderate	150 MPH	
DELAND HIGH SCHOOL	29.04167	-81.283963	Schools				Moderate	150 MPH	
CHILDREN'S HOUSE MONTESSORI SCHOOL	29.03961	-81.294212	Schools				Moderate	150 MPH	
STETSON UNIVERSITY	29.03532	-81.300598	Schools				Moderate	150 MPH	
ST PETER CATHOLIC SCHOOL	29.028684	-81.309871	Schools				Low	150 MPH	
EDITH I. STARKE ELEMENTARY SCHOOL	29.015022	-81.308979	Schools				Moderate	150 MPH	
T.O.P ACADEMY	29.023427	-81.31071	Schools				Moderate	150 MPH	

WOODWARD AVENUE ELEMENTARY SCHOOL	29.010773	-81.33093	Schools				Moderate	150 MPH	
LIGHTHOUSE CHRISTIAN PREPARATORY ACADEMY	29.023706	-81.340996	Schools				Moderate	150 MPH	
SOUTHWESTERN MIDDLE SCHOOL	29.007525	-81.314277	Schools				Moderate	150 MPH	
RIVER SPRINGS MIDDLE SCHOOL	28.938783	-81.309237	Schools				High	150 MPH	
UNIVERSITY HIGH SCHOOL	28.931841	-81.313005	Schools				Moderate	150 MPH	
MANATEE COVE ELEMENTARY SCHOOL	28.939135	-81.300055	Schools				Moderate	150 MPH	
ORANGE CITY ELEMENTARY SCHOOL	28.951383	-81.291599	Schools				Moderate	150 MPH	
DEBARY ELEMENTARY SCHOOL	28.891186	-81.320685	Schools				Moderate	150 MPH	
HIGHBANKS LEARNING CENTER	28.890781	-81.28507	Schools				Moderate	150 MPH	
THE READING EDGE ACADEMY	28.895049	-81.28271	Schools				Moderate	150 MPH	

SUNRISE ACADEMY	28.908694	-81.291039	Schools				Moderate	150 MPH	
IVY HAWN CHARTER SCHOOL OF THE ARTS	28.977978	-81.230821	Schools				Moderate	150 MPH	
VOLUSIA PINES ELEMENTARY SCHOOL	28.972109	-81.226144	Schools				Moderate	150 MPH	
BLAKE MEMORIAL DAY SCHOOL	28.985447	-81.23439	Schools				Moderate	150 MPH	
SPIRIT ELEMENTARY SCHOOL	28.90587	-81.242265	Schools				Moderate	150 MPH	
DISCOVERY ELEMENTARY SCHOOL	28.89193	-81.250276	Schools				Low	150 MPH	
DELTONA CHRISTIAN SCHOOL	28.881367	-81.242761	Schools				High	150 MPH	
LEGACY SCHOLARS ACADEMY	28.868067	-81.264032	Schools				Moderate	150 MPH	
ENTERPRISE ELEMENTARY SCHOOL	28.871599	-81.265077	Schools				Moderate	150 MPH	
DELTONA MIDDLE SCHOOL	28.877966	-81.272431	Schools				High	150 MPH	
ALDERSGATE ACADEMY	28.868036	-81.266585	Schools				High	150 MPH	

ACADEMY OF CAREER TRAINING - DELTONA ...	28.897291	-81.26743	Schools				Moderate	150 MPH	A
DELTONA LAKES ELEMENTARY SCHOOL	28.921411	-81.217434	Schools				High	150 MPH	
FRIENDSHIP ELEMENTARY SCHOOL	28.93433	-81.188547	Schools				High	150 MPH	
DAYTONA STATE COLLEGE - DELTONA CAMPUS	28.929134	-81.221587	Schools				High	150 MPH	
CENTRAL FELLOWSHIP CHRISTIAN ACADEMY	28.970383	-81.214722	Schools				Moderate	150 MPH	
HERITAGE MIDDLE SCHOOL	28.891873	-81.172056	Schools				High	150 MPH	
SUNRISE ELEMENTARY SCHOOL	28.881496	-81.175491	Schools				High	150 MPH	
GOOD SHEPHERD ACADEMY	28.883624	-81.166778	Schools				High	160 MPH	
FOREST LAKE ELEMENTARY SCHOOL	28.873479	-81.228619	Schools				High	150 MPH	
GATEWAY	28.870378	-81.250386	Schools				Moderate	150 MPH	

CHRISTIAN ACADEMY									
OSTEEN ELEMENTARY SCHOOL	28.854856	-81.175553	Schools				Moderate	150 MPH	
DELTONA HIGH SCHOOL	28.946599	-81.246415	Schools				Moderate	150 MPH	
GALAXY MIDDLE SCHOOL	28.929963	-81.230095	Schools				High	150 MPH	
TIMBERCREST ELEMENTARY SCHOOL	28.932539	-81.231045	Schools				High	150 MPH	
TRINITY CHRISTIAN ACADEMY	28.924473	-81.254251	Schools				Moderate	150 MPH	
PRIDE ELEMENTARY SCHOOL	28.89545	-81.162071	Schools				High	160 MPH	
PINE RIDGE HIGH SCHOOL	28.886829	-81.162	Schools				High	160 MPH	
MAINLAND HIGH SCHOOL	29.197773	-81.050885	Schools				Moderate	160 MPH	
EMBRY-RIDDLE AERONAUTICAL UNIVERSITY-...	29.189219	-81.049481	Schools				Low	160 MPH	
EMBRY-RIDDLE AERONAUTICAL UNIVERSITY-...	29.189241	-81.04955	Schools				Low	160 MPH	
VOLUSIA COUNTY SHERIFFS	29.330169	-81.121731	Police Stations				Moderate	160 MPH	

, DEPARTMENT									
ORMOND BEACH POLICE DEPARTMENT	29.282882	-81.060763	Police Stations			X	Moderate	160 MPH	
HOLLY HILL POLICE DEPARTMENT	29.245118	-81.040025	Police Stations			X	Moderate	160 MPH	
DAYTONA BEACH POLICE DEPARTMENT - SUB...	29.223916	-81.00984	Police Stations			X	Moderate	160 MPH	
VOLUSIA COUNTY SHERIFF'S OFFICE - BEA...	29.218758	-81.003544	Police Stations			X	Moderate	160 MPH	
VOLUSIA COUNTY SHERIFFS' DEPARTMENT	29.215296	-81.023479	Police Stations		X	X	Moderate	160 MPH	
VOLUSIA COUNTY SHERIFFS' DEPARTMENT	29.215451	-81.021655	Police Stations	X	X	X	Moderate	160 MPH	X
VOLUSIA COUNTY SHERIFFS' DEPARTMENT	29.210803	-81.013856	Police Stations		X	X	Moderate	160 MPH	
DAYTONA BEACH POLICE DEPARTMENT - HEA...	29.200853	-81.037924	Police Stations		X	X	Moderate	160 MPH	
SOUTH DAYTONA CITY	29.181315	-81.007999	Police Stations		X	X	Moderate	160 MPH	

POLICE DEPARTMENT									
PORT ORANGE POLICE DEPARTMENT	29.120974	-81.017651	Police Stations				Moderate	160 MPH	
DAYTONA BEACH SHORES DEPARTMENT OF PU...	29.165794	-80.977512	Police Stations			X	Moderate	160 MPH	
PONCE INLET POLICE DEPARTMENT	29.120525	-80.95343	Police Stations	X	X	X	High	160 MPH	
NEW SMYRNA BEACH POLICE DEPARTMENT	29.047528	-80.940733	Police Stations		X	X	Moderate	160 MPH	X
VOLUSIA COUNTY SHERIFF - CIVIL DIVISION	29.025763	-80.921305	Police Stations	X	X	X	Moderate	160 MPH	X
OAK HILL POLICE DEPARTMENT	28.858865	-80.851223	Police Stations			X	Low	160 MPH	
EDGEWATER POLICE DEPARTMENT	28.9929	-80.905274	Police Stations	X	X	X	Moderate	160 MPH	
VOLUSIA COUNTY SHERIFFS' DEPARTMENT	29.14645	-81.148881	Police Stations				High	160 MPH	
VOLUSIA SHERIFFS DEPARTMENT - OPERATI...	29.143009	-81.145737	Police Stations				Moderate	160 MPH	

FLORIDA HIGHWAY PATROL TROOP D - DELAND	29.058843	-81.274394	Police Stations				Moderate	150 MPH	
VOLUSIA COUNTY SHERIFFS' DEPARTMENT - ...	29.060195	-81.286195	Police Stations				Moderate	150 MPH	
VOLUSIA COUNTY SHERIFF'S OFFICE	29.029516	-81.305028	Police Stations				Low	150 MPH	
DE LAND POLICE DEPARTMENT	29.026709	-81.306963	Police Stations				Moderate	150 MPH	
VOLUSIA COUNTY SHERIFFS' DEPARTMENT	29.029247	-81.29975	Police Stations				Low	150 MPH	
VOLUSIA COUNTY SHERIFFS' DEPARTMENT LA...	28.998411	-81.304743	Police Stations				Moderate	150 MPH	
ORANGE CITY POLICE DEPARTMENT	28.949593	-81.298117	Police Stations				Moderate	150 MPH	
VOLUSIA COUNTY SHERIFFS' DEPARTMENT - ...	28.884067	-81.308005	Police Stations				Moderate	150 MPH	
LAKE HELEN POLICE	28.977731	-81.231476	Police Stations				Moderate	150 MPH	

DEPARTMENT									
VOLUSIA COUNTY SHERIFFS' DEPARTMENT - ...	28.906735	-81.225344	Police Stations				Moderate	150 MPH	
VOLUSIA COUNTY SHERIFFS' DEPARTMENT - ...	29.184706	-81.060813	Police Stations				Low	160 MPH	
Volusia County Fire Services Station ...	29.328796	-81.112381	Fire Stations			X	Low	160 MPH	
Volusia County Fire Services Station ...	29.404343	-81.144829	Fire Stations				Moderate	160 MPH	
Volusia County Fire Services Station ...	29.335375	-81.061142	Fire Stations			X	Low	160 MPH	
Ormond Beach Fire Department Station 91	29.282549	-81.036049	Fire Stations		X	X	Moderate	160 MPH	
Ormond Beach Fire Department Station 93	29.290686	-81.068626	Fire Stations		X	X	Moderate	160 MPH	X
Ormond Beach Fire	29.275469	-81.082367	Fire Stations				Low	160 MPH	

Department Station 92									
Volusia County Fire Services Station ...	29.244341	-81.071419	Fire Stations				Moderate	160 MPH	
Holly Hill Fire Rescue Station 96	29.243544	-81.038338	Fire Stations			X	Moderate	160 MPH	
Daytona Beach Fire Department Station 3	29.239725	-81.021317	Fire Stations			X	Moderate	160 MPH	
Daytona Beach Fire Department Station 5	29.216045	-81.045746	Fire Stations		X	X	Moderate	160 MPH	
Daytona Beach Fire Department Station 1	29.208252	-81.01696	Fire Stations	X	X	X	Moderate	160 MPH	X
Daytona Beach Fire Department Station 4	29.210711	-81.067894	Fire Stations				Moderate	160 MPH	
South Daytona Fire Department	29.181292	-81.008041	Fire Stations		X	X	Moderate	160 MPH	
Port Orange Fire Rescue Department St...	29.12542	-81.02359	Fire Stations				Moderate	160 MPH	

Port Orange Fire Rescue Department St...	29.104071	-80.987793	Fire Stations	X	X	X	Moderate	160 MPH	X
Port Orange Fire and Rescue Department	29.140692	-80.986359	Fire Stations	X	X	X	Moderate	160 MPH	
Daytona Beach Fire Department Station 2	29.202818	-80.998535	Fire Stations		X	X	Moderate	160 MPH	
Daytona Beach Shores Department of Pu...	29.166441	-80.97776	Fire Stations			X	Moderate	160 MPH	
Ponce Inlet Fire Rescue Department	29.098698	-80.941292	Fire Stations	X	X	X	Moderate	160 MPH	X
New Smyrna Beach Fire and Rescue Fire...	29.029137	-80.899757	Fire Stations	X	X	X	High	160 MPH	X
Volusia County Fire Services Station ...	28.979507	-80.860939	Fire Stations	X	X	X	Moderate	160 MPH	
New Smyrna Beach Fire and Rescue Fire...	29.049016	-80.93711	Fire Stations		X	X	High	160 MPH	
New Smyrna Beach Fire	29.025545	-80.922874	Fire Stations	X	X	X	Low	160 MPH	X

Department									
Volusia County Fire Services Station ...	29.018578	-80.945824	Fire Stations	X	X	X	Low	160 MPH	X
Volusia County Fire Services Station	28.870298	-80.850899	Fire Stations		X	X	Low	160 MPH	
Edgewater Department of Fire Rescue S...	28.953962	-80.895821	Fire Stations			X	Moderate	160 MPH	
Edgewater Department of Fire Rescue S...	28.975962	-80.897278	Fire Stations			X	Moderate	160 MPH	
Ormond Beach Fire Department Station 94	29.274183	-81.146088	Fire Stations				Moderate	160 MPH	
Volusia County Fire Services Training Center	29.1467	-81.153572	Fire Stations				High	150 MPH	
Port Orange Fire Rescue Department St...	29.111418	-81.052704	Fire Stations				Moderate	160 MPH	
New Smyrna Beach Fire and	29.015745	-80.995117	Fire Stations				High	160 MPH	

Rescue Station									
Volusia County Fire Services Station	28.730654	-81.032677	Fire Stations				High	160 MPH	
Volusia County Fire Services Station ...	29.082958	-81.066414	Fire Stations			X	Moderate	160 MPH	
Port Orange Fire Rescue Department St...	29.068159	-81.038208	Fire Stations				Moderate	160 MPH	
Volusia County Fire Services Station ...	29.242687	-81.466835	Fire Stations				Moderate	150 MPH	
Deland Fire Department Station 82	29.055044	-81.307663	Fire Stations				Moderate	150 MPH	
Volusia County Fire Rescue DeLeon Spr...	29.118317	-81.34951	Fire Stations				Moderate	150 MPH	
Volusia County Fire Services Glenwood...	29.072231	-81.327965	Fire Stations				High	150 MPH	
Volusia County Fire Services Kepler R...	29.061321	-81.26252	Fire Stations				Moderate	150 MPH	
Deland Fire	29.000546	-81.263062	Fire Stations				Moderate	150 MPH	

Department Station 83									
Deland Fire Department Station 81	29.026661	-81.30574	Fire Stations				Moderate	150 MPH	
Volusia County Fire Rescue Saint John...	29.022877	-81.359039	Fire Stations				High	150 MPH	
Volusia County Fire Rescue Spring Lak...	28.977438	-81.301079	Fire Stations				High	150 MPH	
Orange City Fire Department Station 68	28.918688	-81.292389	Fire Stations				Low	150 MPH	
Orange City Fire Department	28.950084	-81.29812	Fire Stations				Moderate	150 MPH	
Volusia County Fire Station 33 Debary	28.883015	-81.308228	Fire Stations				Moderate	150 MPH	
Volusia County Fire Services Station ...	28.985029	-81.242889	Fire Stations				Moderate	150 MPH	
Deltona Fire Rescue Department Statio...	28.900116	-81.271469	Fire Stations				Moderate	150 MPH	

Deltona Fire Rescue Department Statio...	28.879847	-81.174805	Fire Stations				High	150 MPH	
Volusia County Fire Services Station ...	28.846548	-81.16304	Fire Stations				Moderate	160 MPH	
Volusia County Fire Services Station ...	28.857195	-81.2248	Fire Stations				Moderate	150 MPH	
Deltona Fire Rescue Department Station	28.906279	-81.225914	Fire Stations				Moderate	150 MPH	
Deltona City Fire Station 65	28.947231	-81.232574	Fire Stations				Moderate	150 MPH	
Deltona Fire Rescue Department Station	28.923847	-81.189384	Fire Stations				Moderate	150 MPH	
Daytona Beach Fire Department Station 6	29.163551	-81.058022	Fire Stations				Moderate	160 MPH	A
Volusia County Fire Rescue Daytona Be...	29.178478	-81.057175	Fire Stations				Low	160 MPH	
VOLUSIA COUNTY EMERGENCY	29.140482	-81.144876	Emergency Operations Centers				Moderate	160 MPH	

MANAGEMENT									
VOLUSIA COUNTY EOC	29.029469	-81.304948	Emergency Operations Centers				Low	150 MPH	

Table 4: Water and Sewage Hazard Analysis

Asset Name	Asset Type	Asset Owner	Cat 1 Surge	Cat 3 Surge	Cat 5 Surge	Wildfire Risk	Wind Zone	FEMA Flood Zone
Ocean Shore Lift Station	Stormwater Treatment Facilities And Pump Stations	Private			X	Moderate	160mph	
Taxiway Lindy Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	
Ohio Lift Station	Stormwater Treatment Facilities And Pump Stations	Orange City				Moderate	150mph	
Navel Orange Lift Station	Stormwater Treatment Facilities And Pump Stations	Orange City				Moderate	150mph	
Quail View Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	A
Bella Vista Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County		X	X	Moderate	160mph	
H H Birch Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County	X	X	X	High	160mph	AE
Ridgewood Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	
Coleman Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County	X	X	X	Low	160mph	AE

Charles Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County	X	X	X	Moderate	160mph	X
Douglas Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County	X	X	X	Moderate	160mph	AE
Lewis Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County	X	X	X	Moderate	160mph	X
Navajo Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County	X	X	X	Moderate	160mph	X
Golden Bay Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County	X	X	X	Moderate	160mph	X
Fishermans Cove Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County		X	X	Moderate	160mph	
Ariel Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County		X	X	High	160mph	
Ridgewood Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County		X	X	Very High	160mph	
Division Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Moonlight Cove Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	

Greenleaf Lift Station	Stormwater Treatment Facilities And Pump Stations	Orange City				Moderate	150mph	
Southlake Lift Station	Stormwater Treatment Facilities And Pump Stations	Orange City				High	150mph	
Industrial Lift Station	Stormwater Treatment Facilities And Pump Stations	Orange City				Moderate	150mph	
Dr Martin Luther King Lift Sta	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	
Debary Plantation Lift Station	Stormwater Treatment Facilities And Pump Stations	Debary				Low	150mph	A
Quail Hill Lift Station	Stormwater Treatment Facilities And Pump Stations	Debary				Low	150mph	
Charles R Beall Lift Station	Stormwater Treatment Facilities And Pump Stations	Debary				Low	150mph	
Charles R Beall Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	
Charles R Beall Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Charles R Beall Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	

Halifax Crossings Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Very High	150mph	
Tullamore Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	160mph	
Lazio Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Florida Willow Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	
Porter Rye Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	
Terrapin Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	
Kenmare Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	160mph	
Killarney Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	
Peninsula Winds Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	
Barrier Isle Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	

Sandpiper Ridge Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County		X	X	Moderate	160mph	
Pelican Dunes Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	
Ocean Shore Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	
Ocean Shore Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	
Red John Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	160mph	
Plantation Oaks Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X		160mph	
Roscommon Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	
Acoma Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	
Speerin Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Low	160mph	
Carlow Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	A

Acoma Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	
Cessna Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	
Taxiway Lindy Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	
Spruce Creek Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	160mph	
Roscoe Turner Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	
Autumn Leaves Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	160mph	
Forest Edge Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	
Howland Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	
Wolf Pack Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	
Blaney Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	A

Eustace Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Volusia Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Volusia Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Volusia Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Terrace Hills Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Florence Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	
Kingslake Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	A
Charles R Beall Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Debary Plantation Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Eagles Estates Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	

Dogwood Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	
Charles R Beall Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Highbanks Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Legion Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	
Dirksen Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Charles R Beall Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	
Charles R Beall Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	
Fairway Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Glen Club Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	
Pine Valley Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	A

Pine Meadow Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Glen Abbey Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	
Toronto Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	A
Enterprise Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Enterprise Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Saxon Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Enterprise Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Enterprise Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	
Enterprise Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Grand Plaza Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	

Volusia Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Water Oak Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Moss Point Cove Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	
Howland Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
James Pond Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	
Saxon Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	
Normandy Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	
Normandy Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Treemonte Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Saxon Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	

Verde Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Hammock Oak Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	
Charles R Beall Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Enterprise Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Horseshoe Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	AE
Warrior Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	AE
Arrowhead Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	AE
Kettledrum Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	AE
Stone Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	AE
Howland Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	

Wild Pepper Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Dr Martin L King Jr Lift Stati	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	
Baron Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	
Spurce Creek Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Very Low	160mph	
Monaghan Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	High	160mph	
Bass Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	AE
Shell Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Eustace Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Plantation Club Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	A
Leisure Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	

New Hope Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	
Fairlawn Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Garfield Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	
Charles R Beall Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	
Charles R Beall Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	
Charles R Beall Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Highbanks Lift Station	Stormwater Treatment Facilities And Pump Stations	Debary				Very Low	150mph	A
Charles R Beall Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Acoma Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	160mph	
Ocean Shore Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	

Rosa Bella Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Integra Reserve Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	
Lazio Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Four Towns Wwtp	Wastewater Treatment Facilities And Lift Stations	Volusia County				Low	150mph	
Vc/Southwest Regional Wwtf-2	Wastewater Treatment Facilities And Lift Stations	Volusia County				Moderate	150mph	
Vc/Southeast Regional Wwtf-7	Wastewater Treatment Facilities And Lift Stations	Volusia County			X	Low	160mph	
Vc/Halifax Plantation Wwtf-8	Wastewater Treatment Facilities And Lift Stations	Volusia County				Moderate	160mph	
West Volusia Transfer Station	Wastewater Treatment Facilities And Lift Stations	Volusia County				Moderate	150mph	
Vc/Southwest Regional Wwtf-1	Wastewater Treatment Facilities And Lift Stations	Volusia County				Moderate	150mph	
Vc/New Hope Wwtp-20	Wastewater Treatment Facilities And Lift Stations	Volusia County				Very High	150mph	

Vc/Pelican Dunes Wwtp-9	Wastewater Treatment Facilities And Lift Stations	Volusia County			X	Moderate	160mph	
Vc/Pine Island Wwtp-10	Wastewater Treatment Facilities And Lift Stations	Volusia County				Moderate	150mph	AE
Tomoka Landfill Leachate Sprayfield	Wastewater Treatment Facilities And Lift Stations	Volusia County				High	160mph	A
Vc/Halifax Plantation Wtp-8	Drinking Water Facilities					Low	160mph	
Vc/Southwest Wtp-1d	Drinking Water Facilities					Low	150mph	
Vc/Spruce Creek Wtp-15	Drinking Water Facilities				X	Moderate	160mph	
Vc/Southwest Wtp-1a	Drinking Water Facilities					Moderate	150mph	
Vc/Southwest Wtp-1b	Drinking Water Facilities					Moderate	150mph	
Vc/Southwest Wtp-2	Drinking Water Facilities					Moderate	150mph	
Chuck Lennon Park	Drinking Water Facilities					Low	150mph	
Highbridge Park	Drinking Water Facilities		X	X	X	High	160mph	X
Oak Hill Medical Clinic	Drinking Water Facilities			X	X	High	160mph	
Mary Deweese Park	Drinking Water Facilities				X	Moderate	160mph	
Osteen R&B Barn	Drinking Water Facilities					Low	160mph	

Lake Beresford Park	Drinking Water Facilities					High	150mph	
Lake Dias	Drinking Water Facilities					Moderate	150mph	
Nancy Cummings Park	Drinking Water Facilities			X	X	Moderate	160mph	
Green Springs Park	Drinking Water Facilities					High	150mph	
Bill Keller Park	Drinking Water Facilities					Moderate	150mph	A
Vc/Southwest Wtp-1c	Drinking Water Facilities					Moderate	150mph	
Lake Ashby Park	Drinking Water Facilities					High	160mph	
Hester Park / Malloy School	Drinking Water Facilities					Moderate	150mph	
Cassadaga Wtp	Drinking Water Facilities					High	150mph	
Vc/New Hope Wtp-20	Drinking Water Facilities					Moderate	150mph	
Vc/Pine Island Wtp-10	Drinking Water Facilities					Moderate	150mph	
Beck Ranch Wtp	Drinking Water Facilities					Moderate	150mph	
Osteen Civic Center	Drinking Water Facilities					Moderate	160mph	
Shell Harbor Park	Drinking Water Facilities					High	150mph	AE

APPENDIX F: ASSET IDENTIFICATION AND VULNERABILITY PER JURISDICTION

This analysis involves numerous sources, such as:

- HAZUS
- National Hurricane Center
- ECFRPC
- Volusia County and Jurisdictions
- FDEP

JURISDICTION APPENDIX: DAYTONA BEACH

Table 1: Asset Location and Surge Vulnerability - Daytona Beach

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
Select Specialty Hospital - Daytona B...	Medical Care Facilities	12127080808	301 Memorial Medical Parkway, 11th Floor	29.242562	-81.107419	5
Adventhealth Daytona Beach	Medical Care Facilities	12127080808	301 Memorial Medical Pkwy	29.24311	-81.107657	5
Halifax Psychiatric Center-North	Medical Care Facilities	12127081702	841 Jimmy Ann Dr	29.21402	-81.068593	5
Halifax Health Medical Center	Medical Care Facilities	12127081800	303 N Clyde Morris Blvd	29.202385	-81.054828	5
Daytona Beach Veterans Affairs Outpat...	Medical Care Facilities	12127082303	551 National Health Care Drive	29.206409	-81.061756	5
Volusia County Emergency Management	Emergency Operations Centers	12127083206	49 Keyton Drive	29.140482	-81.144876	5
Daytona Beach Fire Department Station 6	Fire Stations	12127092500	2020 Beville Road	29.163551	-81.058022	5
Volusia County Fire Rescue Daytona Be...	Fire Stations	12127092500	2316 Bellevue Avenue Extension	29.178478	-81.057175	5
Volusia County Fire Services Training...	Fire Stations	12127083206	3889 Tiger Bay Road	29.1467	-81.153572	5
Daytona Beach Fire Department Station 3	Fire Stations	12127081201	945 North Halifax Avenue	29.239725	-81.021317	5
Daytona Beach Fire Department Station 2	Fire Stations	12127082604	126 Botefuhr Avenue	29.202818	-80.998535	5
South Daytona Fire Department	Fire Stations	12127082401	1672 South Ridgewood Avenue	29.181292	-81.008041	5
Volusia County Fire Services Station ...	Fire Stations	12127083211	1979 Taylor Road	29.082958	-81.066414	5

Daytona Beach Fire Department Station 1	Fire Stations	12127082000	301 South Beach Street	29.208252	-81.01696	5
Daytona Beach Fire Department Station 4	Fire Stations	12127082303	1675 Mason Avenue	29.210711	-81.067894	5
Daytona Beach Fire Department Station 5	Fire Stations	12127081600	627 North Nova Road	29.216045	-81.045746	5
Volusia County Sheriff's Office - Bea...	Police Stations	12127081300	515 South Atlantic Avenue	29.218758	-81.003544	5
South Daytona City Police Department	Police Stations	12127082401	1672 South Ridgewood Avenue	29.181315	-81.007999	5
Volusia County Sheriffs Department - ...	Police Stations	12127092500	700 Catalina Drive	29.184706	-81.060813	5
Volusia County Sheriffs Department - ...	Police Stations	12127082000	251 North Ridgewood Avenue	29.215296	-81.023479	5
Volusia County Sheriffs Department - ...	Police Stations	12127082000	250 North Beach Street, Suite 119	29.215451	-81.021655	5
Volusia County Sheriffs Department - ...	Police Stations	12127083206	3825 Tiger Bay Road	29.14645	-81.148881	5
Volusia Sheriffs Department - Operati...	Police Stations	12127083206	1330 Indian Lake Road	29.143009	-81.145737	5
Volusia County Sheriffs Department - ...	Police Stations	12127082000	125 East Orange Avenue	29.210803	-81.013856	5
Daytona Beach Police Department - Sub...	Police Stations	12127081202	510 Harvey Avenue	29.223916	-81.00984	5
Daytona Beach Police Department - Hea...	Police Stations	12127082100	990 Orange Avenue	29.200853	-81.037924	5

The Chiles Academy	Schools	12127081900	868 George W Engram Blvd	29.213284	-81.039736	
Volusia Regional Juvenile Detention C...	Schools	12127083206	3840 Old Deland Rd	29.136766	-81.142734	
Richard Milburn Academy	Schools	12127081800	1031 Mason Ave	29.217315	-81.049547	
Palm Terrace Elementary School	Schools	12127082302	1825 Dunn Ave	29.198401	-81.074249	
Riverview Learning Center	Schools	12127081201	801 N Wild Olive Ave	29.238417	-81.016584	
David C. Hinson Sr. Middle School	Schools	12127080808	1860 N Clyde Morris Blvd	29.239699	-81.094684	
Mainland High School	Schools	12127092500	1255 W International Speedway Blvd	29.197773	-81.050885	
Amikids Volusia	Schools	12127081702	1420 Mason Ave Ste A	29.213356	-81.063596	
Daytona Juvenile Residential Facility	Schools	12127083206	1386 Indian Lake Rd	29.136718	-81.142758	
Seabreeze High School	Schools	12127081101	2700 N Oleander Ave	29.266532	-81.02991	
Turie T. Small Elementary School	Schools	12127082100	800 South St	29.195917	-81.027159	
Campbell Middle School	Schools	12127082100	625 S Keech St	29.195004	-81.030466	
Ortona Elementary School	Schools	12127081102	1265 N Grandview Ave	29.24729	-81.02356	
Stewart Treatment Center	Schools	12127083206	3875 Tiger Bay Rd	29.144914	-81.152038	
Halifax Behavioral Services	Schools	12127081702	841 Jimmy Ann Dr	29.214037	-81.06858	
Dept. Of Corrections Educational Program	Schools	12127083206	1300 Red John Dr	29.140435	-81.149447	
Westside Elementary School	Schools	12127082302	1700 5th St	29.224138	-81.071315	
Easter Seals Child Development Center...	Schools	12127081800	1219 Dunn Ave	29.206916	-81.054454	
R. J. Longstreet	Schools	12127082605	2745 S Peninsula Dr	29.176687	-80.986041	

Elementary School						
Champion Elementary School	Schools	12127083205	921 Tournament Dr	29.207816	-81.137	
Basilica School Of St Paul	Schools	12127081500	317 Mullally St	29.216946	-81.027161	
Halifax Academy	Schools	12127082302	275 N Williamson Blvd	29.189019	-81.081327	
Daytona Beach Christian Academy	Schools	12127082415	1850 S Clyde Morris Blvd	29.170829	-81.038026	
Lourdes Academy	Schools	12127081102	1014 N.Halifax Ave	29.2418	-81.02111	
Father Lopez Catholic High School	Schools	12127081600	3918 Lpga Blvd	29.218548	-81.045937	
Mount Calvary Academy	Schools	12127082100	700 Bellevue Ave	29.194227	-81.024035	
Living Faith Academy	Schools	12127081701	950 Derbyshire Rd	29.229362	-81.064155	
Imagination Station Too Montessori	Schools	12127081201	528 N Peninsula Dr	29.233445	-81.016323	
Pure In Heart Christian Acad& Perform...	Schools	12127082000	121 S Palmetto Ave	29.210732	-81.020541	
Daytona State College - Advanced Tech...	Schools	12127080808	1770 Technology Blvd	29.232026	-81.098931	
Daytona State College - News-Journal ...	Schools	12127082000	221 North Beach St	29.21517	-81.019609	
University Of Central Florida - Dayto...	Schools	12127081800	1200 W. International Speedway Blvd.	29.201995	-81.048576	
Daytona State College	Schools	12127081800	1200 W. International Speedway Blvd.	29.202259	-81.051285	
Embry-Riddle Aeronautical University-...	Schools	12127092500	1 Aerospace Blvd.	29.189219	-81.049481	
Bethune-Cookman University	Schools	12127082000	640 Dr Mary Mcleod Bethune Blvd	29.210556	-81.031595	
Embry-Riddle Aeronautical University-...	Schools	12127092500	1 Aerospace Blvd.	29.189241	-81.04955	

Wesh Ch 2	Communication Facilities	12127090804		28.93832	-81.3159	
Wven-Tv Ch 26	Communication Facilities	12127090102		29.28637	-81.4934	
Wndb 1150	Communication Facilities	12127080805		29.23526	-81.07172	
Wrod 1340	Communication Facilities	12127082201		29.18887	-81.00756	
Wdyb-Lp Ch 53	Communication Facilities	12127080902		29.23165	-81.04172	
Wmfj 1450	Communication Facilities	12127081500		29.22526	-81.02478	
Wjhm Ch 270	Communication Facilities	12127090804		28.92138	-81.31895	
Vehicle Maintenance Facility	Waste Water Facilities	12127081500	412 North Seagrave Avenue	29.217501	-81.0289	
Daytona Beach/Bethune Point (D	Waste Water Facilities	12127082201	1 Shady Place	29.196199	-81.008301	
Dots Terminal	Bus Facilities	1034 N Nova Rd	12127081702	29.226	-81.0511	
Greyhound Bus Station	Bus Facilities	138 S Ridgewood Ave	12127082000	29.2101	-81.023	
Daytona Bch Mun Yacht Basin	Port Facilities	12127081300	Intracoastal Waterway, Jacksonville T...	29.21716	-81.01551	
Total Asset Count:	**74**					

JURISDICTION APPENDIX: DAYTONA BEACH SHORES

Table 2:Asset Location and Surge Vulnerability - Daytona Beach Shores

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
Daytona Beach Shores Department Of Pu...	Fire Stations	12127082605	3050 South Atlantic Avenue	29.16644	-80.9778	5
Daytona Beach Shores Department Of Pu...	Police Stations	12127082605	3050 South Atlantic Avenue	29.16579	-80.9775	5
Total Asset Count:	**2**					

JURISDICTION APPENDIX: DEBARY

Table 3:Asset Location and Surge Vulnerability - DeBary

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
Volusia County Fire Station 33 Debary	Fire Stations	12127090905	93 South Charles Richard Beall Boulevard	28.88302	-81.3082	5
Volusia County Sheriffs Department - ...	Police Stations	12127090905	94 South United States Highway 17-92	28.88407	-81.308	5
The Reading Edge Academy	Schools	12127090905	2975 Enterprise Rd	28.89505	-81.2827	
Highbanks Learning Center	Schools	12127090905	336 E Highbanks Rd	28.89078	-81.2851	
Debary Elementary School	Schools	12127090903	88 W Highbanks Rd	28.89119	-81.3207	
Florida Power & Light Co	Electric Power Facilities	12127090904	950 S Hwy 17-92	28.84316	-81.3255	
Duke Energy Florida, Llc	Electric Power Facilities	12127090803	176 West Highbanks Rd.	28.90386	-81.3323	
Total Asset Count:	**7**					

JURISDICTION APPENDIX: DELAND

Table 4: Asset Location and Surge Vulnerability - Deland

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
Adventhealth Deland	Medical Care Facilities	12127090202	701 W Plymouth Ave	29.04365	-81.3173	5
Volusia County Emergency Operations C...	Emergency Operation Centers	12127090500	123 West Indiana Avenue	29.02947	-81.3049	5
Deland Fire Department Station 81	Fire Stations	12127090500	201 West Howry Avenue	29.02666	-81.3057	5
Deland Fire Department Station 83	Fire Stations	12127090306	1655 East Taylor Road	29.00055	-81.2631	5
Volusia County Fire Services Kepler R...	Fire Stations	12127090305	1885 Kepler Road	29.06132	-81.2625	5
Deland Fire Department Station 82	Fire Stations	12127090202	257 West International Speedway Boule...	29.05504	-81.3077	5
Volusia County Fire Rescue Spring Lak...	Fire Stations	12127090803	2850 Firehouse Road	28.97744	-81.3011	5
Volusia County Fire Services Glenwood...	Fire Stations	12127090204	920 Glenwood Road	29.07223	-81.328	5
Volusia County Fire Rescue Saint John...	Fire Stations	12127090701	2580 West State Highway 44	29.02288	-81.359	5
Volusia County Sheriffs Department - ...	Police Stations	12127090303	951 Singleton Drive	29.0602	-81.2862	5
De Land Police Department	Police Stations	12127090500	219 West Howry Avenue	29.02671	-81.307	5
Volusia County Sheriffs Department La...	Police Stations	12127090702	1706 South Woodland Boulevard	28.99841	-81.3047	5
Volusia County Sheriffs Department - ...	Police Stations	12127090500	101 North Alabama Avenue	29.02925	-81.2998	5

Volusia County Sheriff's Office	Police Stations	12127090500	123 West Indiana Avenue	29.02952	-81.305	
Florida Highway Patrol Troop D - Deland	Police Stations	12127090303	1551 East International Speedway Boul...	29.05884	-81.2744	
Deland Middle School	Schools	12127090307	1400 Aquarius Ave	29.00428	-81.2975	
Citrus Grove Elementary School	Schools	12127090204	729 Hazen Rd	29.03934	-81.3358	
George W. Marks Elementary School	Schools	12127090304	1000 N Garfield Ave	29.04608	-81.297	
Edith I. Starke Elementary School	Schools	12127090600	730 S Parsons Ave	29.01502	-81.309	
Deland High School	Schools	12127090402	800 N Hill Ave	29.04167	-81.284	
Freedom Elementary School	Schools	12127090306	1395 S Blue Lake Ave	28.99411	-81.2714	
Florida Technical College - Deland Ca...	Schools	12127090307	1199 South Woodland Blvd	29.00912	-81.3006	
Lighthouse Christian Preparatory Academy	Schools	12127090701	126 S Ridgewood Ave	29.02371	-81.341	
T.O.P Academy	Schools	12127090600	330 S Thompson Ave	29.02343	-81.3107	
Daytona State College - Deland	Schools	12127090306	1155 County Road 4139	29.01203	-81.2431	
Casa Montessori	Schools	12127090401	217 N Stone St Ste B	29.03042	-81.3157	
St Barnabas Episcopal School	Schools	12127090401	322 W Michigan Ave	29.03307	-81.3084	
Children's House Montessori School	Schools	12127090402	509 E Pennsylvania Ave	29.03961	-81.2942	
St Peter Catholic School	Schools	12127090500	421 W New York Ave	29.02868	-81.3099	
Stetson Baptist Christian School	Schools	12127090202	1025 W Minnesota Ave	29.0358	-81.3239	
Pk Child Care Program	Schools	12127090401	200 N Clara Ave	29.03016	-81.3085	

Southwestern Middle School	Schools	12127090702	605 W New Hampshire Ave	29.00753	-81.3143	
Blue Lake Elementary School	Schools	12127090304	282 N Blue Lake Ave	29.03089	-81.2763	
Ese Related Services	Schools	12127090401	200 N Clara Ave	29.03019	-81.3086	
Woodward Avenue Elementary School	Schools	12127090701	1201 S Woodward Ave	29.01077	-81.3309	
Stetson University	Schools	12127090402	421 N Woodland Blvd	29.03532	-81.3006	
Wynd 1310	Communication Facilities	12127090307		28.99943	-81.2981	
Wocl Ch 290	Communication Facilities	12127090804		28.92138	-81.319	
Wnda 1490	Communication Facilities	12127090600		29.01637	-81.2859	
Wnda 1490	Communication Facilities	12127090600		29.01832	-81.2995	
Deland, City Of - Wiley M Nash Wrf	Waste Water Facilities	12127090307	1032 S Amelia Ave	29.009	-81.2981	
Daytona Beach Intl	Airport Facilities	12127092500	123 W Indiana Ave	29.17992	-81.0581	
Deland Muni-Sidney H Taylor Field	Airport Facilities	12127090303	120 S. Florida Ave.	29.06703	-81.2838	
Advent Health Deland	Airport Facilities	12127090202	701 W Plymouth Ave	29.04463	-81.3178	
Highbride Park	Potable Water Facilities	12127080201	300 E. New Hampshire	29.40856	-81.0995	
Fla Power & Light Lake Monroe	Port Facilities	12127090904	St. Johns River, Fl Jacksonville To L...	28.83962	-81.3261	
Enterprise Fla	Port Facilities	12127091018	St. Johns River, Fl Jacksonville To L...	28.86845	-81.2721	
Total Asset Count:	**47**					

JURISDICTION APPENDIX: DELTONA

Table 5:Asset Location and Surge Vulnerability - Deltona

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
Halifax Health UF Health Medical Cent...	Medical Care Facilities	12127091001		28.957659	-81.2557	5
Deltona Fire Rescue Department Statio...	Fire Stations	12127091030	1685 Providence Boulevard	28.906279	-81.2259	5
Deltona Fire Rescue Department Statio...	Fire Stations	12127091018	320 Diamond Street	28.900116	-81.2715	5
Deltona Fire Rescue Department Statio...	Fire Stations	12127091025	236 Fort Smith Boulevard	28.879847	-81.1748	5
Deltona Fire Rescue Department Statio...	Fire Stations	12127091036	2146 Howland Boulevard	28.923847	-81.1894	5
Deltona City Fire Station 65	Fire Stations	12127091032	2983 Howland Boulevard	28.947231	-81.2326	5
Volusia County Sheriffs Department - ...	Police Stations	12127091030	16941 Providence Blvd	28.906735	-81.2253	
Deltona Middle School	Schools	12127091018	250 Enterprise Rd	28.877966	-81.2724	
Sunrise Elementary School	Schools	12127091025	3155 Phonetia Dr	28.881496	-81.1755	
Deltona Christian School	Schools	12127091017	1200 Providence Blvd	28.881367	-81.2428	
Trinity Christian Academy	Schools	12127091033	875 Elkcam Blvd	28.924473	-81.2543	
Gateway Christian Academy	Schools	12127091028	950 Doyle Rd	28.870378	-81.2504	
Academy Of Career Training - Deltona ...	Schools	12127091018	1260 Deltona Boulevard	28.897291	-81.2674	
Daytona State College - Deltona Campus	Schools	12127091019	2351 Providence Blvd	28.929134	-81.2216	

Good Shepherd Academy	Schools	12127091025	750 Howland Blvd	28.883624	-81.1668	
Aldersgate Academy	Schools	12127091018	51 Childrens Way	28.868036	-81.2666	
Pine Ridge High School	Schools	12127091035	926 Howland Blvd	28.886829	-81.162	
Spirit Elementary School	Schools	12127091015	1500 Meadowlark Dr	28.90587	-81.2423	
Friendship Elementary School	Schools	12127091019	2746 Fulford St	28.93433	-81.1885	
Heritage Middle School	Schools	12127091025	1001 Parnell Ct	28.891873	-81.1721	
Galaxy Middle School	Schools	12127091032	2400 Eustace Ave	28.929963	-81.2301	
Forest Lake Elementary School	Schools	12127091028	1600 Doyle Rd	28.873479	-81.2286	
Timbercrest Elementary School	Schools	12127091032	2401 Eustace Ave	28.932539	-81.231	
Pride Elementary School	Schools	12127091035	1100 Learning Ln	28.89545	-81.1621	
Discovery Elementary School	Schools	12127091017	975 Abagail Dr	28.89193	-81.2503	
Deltona Lakes Elementary School	Schools	12127091019	2022 Adelia Blvd	28.921411	-81.2174	
Deltona High School	Schools	12127091032	100 Wolf Pack Run	28.946599	-81.2464	
Total Asset Count:	**27**					

JURISDICTION APPENDIX: EDGEWATER

Table 6: Asset Location and Surge Vulnerability - Edgewater

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
Edgewater Department Of Fire Rescue S...	Fire Station	12127083008	1605 South Ridgewood Avenue	28.97596	-80.8973	5
Edgewater Department Of Fire Rescue S...	Fire Station	12127083006	2628 Hibiscus Drive	28.95396	-80.8958	5
Edgewater Police Department	Police Stations	12127083008	135 East Park Avenue	28.9929	-80.9053	5
Indian River Elementary School	Schools	12127083005	650 Roberts Rd	28.94558	-80.8912	
Edgewater Public School	Schools	12127083008	801 S Old County Rd	28.9842	-80.9071	
Little Explorers Montessori	Schools	12127083008	408 N Ridgewood Ave	29.0004	-80.9125	
Edgehop Christian Academy	Schools	12127083005	3042 S Ridgewood Ave Ste A	28.94675	-80.8845	
Discovery Days Institute Of Learning	Schools	12127083008	227 N Ridgewood Ave	28.99451	-80.9088	
Wkro-Fm Ch 226	Communicatio n Facilities	12127083003	Unknown	28.89471	-80.8853	
Wkto Ch 204	Communicatio n Facilities	12127083209	Unknown	29.04165	-81.0562	
Kennedy Space Cntr Federal Cre	Waste Water Facilities	12127083005	Unknown	28.9505	-80.8856	
Kennedy Park Improvements	Waste Water Facilities	12127083008	103 S Riverside Dr	28.9933	-80.9047	
Edgewater, City Of	Waste Water Facilities	12127082704	500 W Ocean Ave	28.9898	-80.8999	
Edgewater Fla	Port Facilities	12127083008	Intracoastal Waterway, Jacksonville T...	29.0016	-80.9065	
Total Asset Count:	**14**					

JURISDICTION APPENDIX: HOLLY HILL

Table 7: Asset Location and Surge Vulnerability - Holly Hill

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
Volusia County Fire Services Station ...	Fire Station	12127080805	1580 Derbyshire Road	29.24434	-81.0714	5
Holly Hill Fire Rescue Station 96	Fire Station	12127081002	1020 Daytona Avenue	29.24354	-81.0383	5
Volusia County Sheriffs Department - ...	Police Stations	12127080102	1435 Us Hwy 1, Suite D-3	29.33017	-81.1217	5
Holly Hill Police Department	Police Stations	12127081002	1065 Ridgewood Avenue	29.24512	-81.04	5
Holly Hill School	Schools	12127080901	1500 Center Ave	29.24934	-81.0554	
Ubic Academy	Schools	12127080901	560 Flomich St	29.25283	-81.0554	
Installer Institute	Schools	12127081001	1524 Ridgewood Avenue	29.2546	-81.0468	
Wvyb Ch 277	Communication Facilities	12127080805	Unknown	29.23637	-81.0728	
Wapn Ch 218	Communication Facilities	12127081001	Unknown	29.25192	-81.0478	
Holly Hill, City Of (Dw)	Waste Water Facilities	12127081002	453 Lpga Boulevard	29.2447	-81.0341	
Total Asset Count:	**10**					

JURISDICTION APPENDIX: LAKE HELEN

Table 8: Asset Location and Surge Vulnerability - Lake Helen

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
Volusia County Fire Services Station ...	Fire Station	12127091001	630 West Main Street	28.98503	-81.2429	5
Lake Helen Police Department	Police Stations	12127091001	493 South Lakeview Drive	28.97773	-81.2315	5
Blake Memorial Day School	Schools	12127091001	134 N Euclid Ave	28.98545	-81.2344	
Volusia Pines Elementary School	Schools	12127091001	500 E Kicklighter Rd	28.97211	-81.2261	
Central Fellowship Christian Academy	Schools	12127091021	626 E Kicklighter Rd	28.97038	-81.2147	
Ivy Hawn Charter School Of The Arts	Schools	12127091001	565 S Lakeview Dr Unit 110	28.97798	-81.2308	
Total Asset Count:	**6**					

JURISDICTION APPENDIX: NEW SMYRNA BEACH

Table 9: Asset Location and Surge Vulnerability - New Smyrna Beach

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
Adventhealth New Smyrna Beach	Medical Care Facilities	12127082802	401 Palmetto St	29.02029	-80.9219	5
New Smyrna Beach Fire Department	Fire Stations	12127082802	103 Faulkner Street	29.02555	-80.9229	5
Volusia County Fire Services Station ...	Fire Stations	12127082903	1850 Pioneer Trail	29.01858	-80.9458	5
Volusia County Fire Services Station ...	Fire Stations	12127082704	4840 South Atlantic Avenue	28.97951	-80.8609	5
New Smyrna Beach Fire And Rescue Stat...	Fire Stations	12127083209	151 Williamson Boulevard Extension	29.01575	-80.9951	5
New Smyrna Beach Fire And Rescue Fire...	Fire Stations	12127082703	500 East 3rd Avenue	29.02914	-80.8998	5
New Smyrna Beach Fire And Rescue Fire...	Fire Stations	12127082802	1400 North Dixie Freeway	29.04902	-80.9371	5
Volusia County Sheriff - Civil Division	Police Stations	12127082802	101 Canal Street	29.02576	-80.9213	5
New Smyrna Beach Police Department	Police Stations	12127082802	1400 North Dixie Freeway	29.04753	-80.9407	5
Read-Pattillo Elementary School	Schools	12127082802	400 6th St	29.0109	-80.9198	
Chisholm Elementary School	Schools	12127082903	557 Ronnoc Ln	29.03004	-80.9327	
Samsula Academy	Schools	12127083209	248 N Samsula Dr	29.02228	-81.0509	
New Smyrna Beach Middle School	Schools	12127082902	1200 S Myrtle Ave	29.00452	-80.9236	
New Smyrna Beach High School	Schools	12127082902	1015 10th St	29.00317	-80.9304	
Coronado Beach	Schools	12127082705	3550 Michigan Ave	29.00276	-80.8787	

Elementary School						
Sacred Heart Catholic School	Schools	12127082802	1003 Turnbull St	29.03898	-80.9346	
Bethel Christian Academy	Schools	12127082903	312 N Duss St	29.02431	-80.9331	
Space Coast Christian Academy	Schools	12127083209	223 N Samsula Dr	29.02075	-81.0508	
Knight's Christian Academy	Schools	12127082802	310 Douglas St	29.02296	-80.9232	
Daytona State College - New Smyrna Be...	Schools	12127083009	940 10th St	28.99996	-80.927	
WJLU Ch 209	Communication Facilities	12127082902		29.00915	-80.9739	
WCEU Ch 15	Communication Facilities	12127083206		29.17359	-81.1565	
WSBB 1230	Communication Facilities	12127082802		29.03276	-80.9173	
New Smyrna Beach Utili...	Electric Power Facilities	12127082902	1000 Field Street	29.01732	-80.9329	
New Smyrna Beach Muni	Airport Facilities	12127082802	210 Sams Ave	29.05569	-80.9489	
New Smyrna Bch Municipal Whfs	Port Facilities	12127082701	Intracoastal Waterway, Jacksonville T...	29.03892	-80.9064	
Shrimp Docks New Smyrna Bch	Port Facilities	12127082701	Intracoastal Waterway, Jacksonville T...	29.03919	-80.9061	
Uscg Station, Ponce De Leon Inlet, Fl	Port Facilities	12127082701	Intracoastal Waterway, Jacksonville T...	29.06346	-80.9146	
Total Asset Count:	**28**					

JURISDICTION APPENDIX: OAK HILL

Table 10: Asset Location and Surge Vulnerability - Oak Hill

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (ft)
Volusia County Fire Services Station ...	Fire Stations	12127083003	213 North US Highway 1	28.8703	-80.8509	5
OAK HILL POLICE DEPARTMENT	Police Stations	12127083003	234 SOUTH UNITED STATES HIGHWAY 1	28.85887	-80.8512	5
BURNS SCIENCE AND TECHNOLOGY CHARTER ...	Schools	12127083003	160 RIDGE RD	28.86216	-80.849	
OAKHILL FISH DOCK	Port Facilities	12127083003	Intracoastal Waterway, Jacksonville t...	28.88228	-80.8425	
TOTAL ASSET COUNT:	**4**					

JURISDICTION APPENDIX: ORANGE CITY

Table 11: Asset Location and Surge Vulnerability - Orange City

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
Adventhealth Fish Memorial	Medical Care Facilities	12127090806	1055 Saxon Blvd	28.91437	-81.2852	5
Orange City Fire Department	Fire Stations	12127090808	215 North Holly Avenue	28.95008	-81.2981	5
Orange City Fire Department Station 68	Fire Stations	12127090806	743 Harley Strickland Boulevard	28.91869	-81.2924	5
Orange City Police Department	Police Stations	12127090808	207 North Holly Avenue	28.94959	-81.2981	5
River Springs Middle School	Schools	12127090804	900 W Ohio Ave	28.93878	-81.3092	
Orange City Elementary School	Schools	12127090808	555 E University Ave	28.95138	-81.2916	
University High School	Schools	12127090804	1000 W Rhode Island Ave	28.93184	-81.313	
Sunrise Academy	Schools	12127090905	2700 Enterprise Rd Ste A	28.90869	-81.291	
Manatee Cove Elementary School	Schools	12127090804	734 W Ohio Ave	28.93914	-81.3001	
Total Asset Count:	**9**					

JURISDICTION APPENDIX: ORMOND BEACH

Table 12: Asset Location and Surge Vulnerability - Ormond Beach

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
Volusia County Fire Services Station ...	Fire Stations	12127080102	3935 Old Dixie Highway	29.40434	-81.1448	5
Volusia County Fire Services Station ...	Fire Stations	12127080101	15 Southland Road	29.3288	-81.1124	5
Volusia County Fire Services Station ...	Fire Stations	12127080202	1716 Atlantic Avenue	29.33538	-81.0611	5
Ormond Beach Fire Department Station 92	Fire Stations	12127080803	189 South Nova Road	29.27547	-81.0824	5
Ormond Beach Fire Department Station 94	Fire Stations	12127083203	2300 Airport Road	29.27418	-81.1461	5
Ormond Beach Fire Department Station 93	Fire Stations	12127080600	300 Wilmette Avenue	29.29069	-81.0686	5
Ormond Beach Fire Department Station 91	Fire Stations	12127080500	364 South Atlantic Avenue	29.28255	-81.036	5
Ormond Beach Police Department	Police Stations	12127080600	170 West Granada Boulevard	29.28288	-81.0608	5
Ormond Beach Elementary School	Schools	12127080600	100 Corbin Ave	29.28376	-81.0577	
St Brendan Catholic School	Schools	12127080400	1000 Ocean Shore Blvd	29.31555	-81.0535	
Calvary Christian Academy	Schools	12127083203	1687 W Granada Blvd	29.25741	-81.1188	
Temple Beth-El School	Schools	12127080807	579 N Nova Rd	29.29289	-81.0864	
Riverbend Academy	Schools	12127083205	2080 W Granada Blvd	29.24984	-81.1349	
The Children's House	Schools	12127083205	55 N Washington St	29.25239	-81.13	
Chabad Esformes	Schools	12127080806	1079 W Granada Blvd	29.27351	-81.0955	

Hebrew Academy						
The Little Engine Academy	Schools	12127080803	499 S Nova Rd	29.2681	-81.0783	
Acs Educational Resources And Consult...	Schools	12127080807	53 N Old Kings Rd Ste D	29.27968	-81.0802	
Reign Homeschooling Academy	Schools	12127080808	1060 W Granada Blvd	29.2736	-81.0943	
Ormond Beach Middle School	Schools	12127080700	151 Domicilio Ave	29.3081	-81.0702	
Pace Center For Girls	Schools	12127080600	208 Central Ave	29.27934	-81.0592	
Pathways Elementary School	Schools	12127083203	2100 Airport Rd	29.27229	-81.1351	
Tomoka Elementary School	Schools	12127080808	999 Old Tomoka Rd	29.2748	-81.0908	
Osceola Elementary School	Schools	12127080400	100 Osceola Ave	29.28661	-81.0399	
Pine Trail Elementary School	Schools	12127080101	300 Airport Rd	29.27525	-81.1142	
Daytona College	Schools	12127080803	425 South Nova Road	29.27008	-81.0801	
Wele 1380	Communication Facilities	12127080805	<Null>	29.26942	-81.0815	
Whog-Fm Ch 239	Communication Facilities	12127080805	<Null>	29.23637	-81.0728	
Ormond Beach, City Of - Ormond Beach ...	Waste Water Facilities	12127080807	550 N Orchard St	29.2936	-81.0831	
Ormond Beach Muni	Airport Facilities	12127080101	Po Box 277	29.30114	-81.1138	
Ormond Beach Fla	Port Facilities	12127080400	Intracoastal Waterway, Jacksonville T...	29.30745	-81.0581	
Total Asset Count:	**30**					

JURISDICTION APPENDIX: PIERSON

Table 13: Asset Location and Surge Vulnerability - Pierson

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
Volusia County Fire Services Station ...	Fire Stations	12127090102	132 North Fountain Drive	29.24269	-81.4668	5
Pierson Elementary School	Schools	12127090102	1 W 1st Ave	29.24407	-81.4637	
T. Dewitt Taylor Middle-High School	Schools	12127090101	100 E Washington Ave	29.24629	-81.4579	
Pierson Muni	Airport Facilities	12127090101	106 North Center Street	29.25003	-81.4593	
Total Asset Count:	**4**					

JURISDICTION APPENDIX: PONCE INLET

Table 14: Asset Location and Surge Vulnerability - Ponce Inlet

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
Ponce Inlet Fire Rescue Department	Fire Stations	12127082606	4680 South Peninsula Drive	29.0987	-80.9413	5
Ponce Inlet Police Department	Police Stations	12127082606	4301 South Peninsula Drive	29.12053	-80.9534	5
Total Asset Count:	**2**					

JURISDICTION APPENDIX: PORT ORANGE

Table 15: Asset Location and Surge Vulnerability - Port Orange

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
Halifax Health Medical Center - Port Orange	Medical Care Facilities	12127082506	1041 Dunlawton Ave	29.12621	-81.0086	5
Port Orange Fire Rescue Department St...	Fire Stations	12127082506	1090 City Center Boulevard	29.12542	-81.0236	5
Port Orange Fire Rescue Department St...	Fire Stations	12127083207	1701 Town West Boulevard	29.11142	-81.0527	5
Port Orange Fire And Rescue Departmen...	Fire Stations	12127082511	4200 South Ridgewood Avenue	29.14069	-80.9864	5
Port Orange Fire Rescue Department St...	Fire Stations	12127082509	5839 Trailwood Drive	29.10407	-80.9878	5
Port Orange Fire Rescue Department St...	Fire Stations	12127083211	6701 Airport Road	29.06816	-81.0382	5
Port Orange Police Department	Police Stations	12127082506	1395 Dunlawton Avenue	29.12097	-81.0177	5
Spruce Creek High School	Schools	12127082512	801 Taylor Rd	29.10871	-81.016	
Sugar Mill Elementary School	Schools	12127082503	1101 Charles St	29.14733	-81.001	
Spruce Creek Elementary School	Schools	12127082508	642 Taylor Rd	29.10572	-81.0048	
Horizon Elementary School	Schools	12127082410	4751 Hidden Lake Dr	29.1194	-81.038	
Silver Sands Middle School	Schools	12127082506	1300 Herbert St	29.13142	-81.0172	
Creekside Middle School	Schools	12127083211	6801 Airport Rd	29.06639	-81.0417	
Hospital Homebound	Schools	12127082414	1250 Reed Canal Rd	29.14862	-81.0267	
Cypress Creek Elementary School	Schools	12127083210	6100 S Williamson Blvd	29.08312	-81.0272	

Port Orange Elementary School	Schools	12127082511	402 Dunlawton Ave	29.14225	-80.9914	
Sweetwater Elementary School	Schools	12127082512	5800 Victoria Gardens Blvd	29.11633	-81.0174	
Tlc Kids Care	Schools	12127083210	1835 Taylor Rd	29.08951	-81.0487	
Wise Independent Private School System	Schools	12127082510	250 Poinciana Ave	29.11069	-80.9779	
Rock Church Academy	Schools	12127083207	1818 Taylor Rd	29.09101	-81.0506	
Atlantic High School	Schools	12127082414	1250 Reed Canal Rd	29.14864	-81.0267	
Port Orange (Dw)	Waste Water Facilities	12127082503	817 Oak St	29.1361	-80.9947	
Total Asset Count:	**22**					

JURISDICTION APPENDIX: SOUTH DAYTONA

Table 16: Asset Location and Surge Vulnerability - South Daytona

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
South Daytona Elementary School	Schools	12127082405	600 Elizabeth Pl	29.16828	-81.0082	
Warner Christian Academy	Schools	12127082401	1730 S Ridgewood Ave	29.17948	-81.0073	
The Chase Academy, Inc.	Schools	12127082202	2400 S Ridgewood Ave Ste 17	29.17773	-81.0248	
Blue Jay Academy	Schools	12127082404	960 Rooster Rd	29.17319	-81.0252	
International Academy	Schools	12127082401	2550 S Ridgewood Ave	29.16218	-80.9978	
WPUL 1590	Communication Facilities	12127082414		29.1547	-81.022	
Total Asset Count:	**6**					

APPENDIX G: HAZARD IDENTIFICATION RISK ANALYSIS (HIRA) CAPABILITY TARGETS

This section of the report details the core capability targets and resource requirements for some natural, man-made, and technological hazards covered in the Local Mitigation Strategy. The tables provided for each hazard are based on the template created as part of the Threat and Hazard Identification and Risk Assessment Guide (Second Edition) created by the U.S. Department of Homeland Security.

The following hazards are covered within this portion of the THIRA analysis:

- Drought
- Extreme Temperatures
- Flood
- HazMat Incident
- Public Health Emergency
- Sea Level Rise
- Severe Weather
- Storm Surge
- Terrorism
- Tornado
- Tropical Cyclone
- Wildland Fire

Drought

Drought	
Context Description	It is the beginning of summer. East central Florida is in a severe drought, as it has not rained in two months in Volusia County. The drought has caused brushfires to start in the western portions of the County. Dehydration-related deaths in the County have reached 10 since January.
Core Capability	
Capability Target	Community Resilience; Prescribed Burns, Long Term Vulnerability Reduction, Mass Care Services, Mass Search/Rescue, Aerial Reconnaissance and GIS Mapping of Fire, Aerial Firefighting Services (Regional, State, Federal), Inter-County Cooperation and Resource Sharing, Operational Communication/ Coordination, Planning, Public/Private Services, Health/Medical Service, Public Info/Warning, Risk Resilience Management, Threat/Hazard Identification, Health/Medical Services, Rapid Medical Air Transport
Resource Requirement	
Resources	**Number Required**

Extreme Temperatures

Extreme Temperatures	
Context Description	It is mid-August and temperatures reach 110 degrees Fahrenheit for five straight days. Students returning to school are beginning to be hospitalized for heat stroke and other heat-related illnesses, and multiple elderly residents have passed away as a result of heat stroke.
Core Capability	
Capability Target	Health/Medical Services; Rapid Medical Air Transport; Mass Care Services; Public Info/Warning Systems; Social Media and Media Outreach; School District Coordination with Schools; Medical Training for School Staff Member(s); Intensive Care Unit; Response for Environmental/Health/Safety; Fatality Management; Coordination with the Federal/State Government; Coordination with the Red Cross
Resource Requirement	
Resources	**Number Required**

Flood

Flooding	
Context Description	A large tropical low has formed off of the coast of Florida and has been held stationary by the presence of a low pressure system moving southward from northern Florida for over three days. An estimated 50% of the parcels within Flood Zone 'A' are affected, 50% of the parcels within Flood Zones 'AH', 'AO' and 'AE' are affected, 75% of the parcels within Flood Zone 'VE' are affected, and 1% of the parcels within Flood Zone X (500-Year Floodplain) are affected. The storm affects the building and assessed values of the parcels hit by an estimated 10%.
Core Capability	
Capability Target	Community Resilience, Critical Transportation, Economic Recovery, Environmental Response, Health and Social Services, Housing, Infrastructure Systems, Long Term Vulnerability Reduction, Mass Care Services, Mass Search/Rescue, Natural and Cultural Resources, On-Scene Security/Protection, Operational Communication/Coordination, Planning, Public/Private Services, Health/Medical Service, Public Info/Warning, Risk Resilience Management, Risk Management Programs, Situational Assessment, Threat/Hazard Identification
Resource Requirement	
Resources	**Number Required**

HazMat Incident

HazMat Incident	
Context Description	A train traveling along the Florida East Coast Railway crashes into Dubious Chemz, a chemical facility located along the Florida East Coast Railway line in unincorporated Volusia County. The train is not carrying hazardous materials, but the impact with the chemical facility triggers a simultaneous release of 26,000 pounds of chlorine stored in the facility into the air. Wind is registered at 5 miles per hour from the east southeast, humidity is 50% and the air temperature is 85 degrees Fahrenheit. The constant chemical leak lasts for exactly one hour, at which point all 26,000 pounds of chlorine have been released.
Core Capability	
Capability Target	Community Resilience, Critical Transportation, Economic Recovery, Response for Environmental/Health/Safety, Fatality Management, Forensics/Attribution, Health/Social Services, Infrastructure Systems, Intelligence/Information Sharing, Interdiction/Disruption, Long Term Vulnerability Reduction, Mass Care Services, Mass Search/Rescue, Natural and Cultural Resources, On-Scene Security and Protection, Operational Communication, Operational Coordination, Planning, Public/Private Services and Response, Health/Medical Services, Public Info/ Warning, Risk Resilience Management, Risk Management Programs, Screen/ Search/ Detect, Situational Assessment, Threat/Hazard Identification
Resource Requirement	
Resources	**Number Required**

Public Health Emergency

Public Health Emergency	
Context Description	An airplane landing at Daytona Municipal Airport carrying 234 passengers becomes overwhelmed by a NLV-like pandemic that sickens 80% of the passenger. After the passengers de-board the plane without a health check, the virus is airborne, has a 20% spread rate (20% of people who come in contact with the infected become infected) and is caught when a person with the sickness comes within 1 foot of a person with the pandemic. Moreover, of the 234 passengers affected with the sickness, those 234 passengers come in contact (or spread the disease) with an average of 7.5 persons per hour. The disease does not inflict casualties until at least 12 to 18 hours after the initial infection period, adding to the number of individuals who can be exposed to the disease from those infected individuals that are still alive.
Core Capability	
Capability Target	Access Control/ID Verification, Community Resilience, Economic Recovery, Response for Environmental/Health/Safety, Fatality Management, Health/Social Services, Intelligence/Information Sharing, Interdiction/ Disruption, Long Term Vulnerability Reduction, Mass Care Services, Mass Search/ Rescue, On-Scene Security and Protection, Operational Communication, Operational Coordination, Physical Protective Measures, Planning, Public/ Private Services and Response, Health/Medical Services, Public Info/ Warning, Risk Resilience Management, Risk Management Programs, Screen/ Search/ Detect, Situational Assessment, Supply Chain Integrity, Threat/Hazard Identification
Resource Requirement	
Resources	**Number Required**

APPENDIX G: HAZARD IDENTIFICATION RISK ANALYSIS (HIRA) CAPABILITY TARGETS

Sea Level Rise

Sea Level Rise	
Context Description	It is the year 2070. A neighborhood located on the barrier islands is beginning to flood frequently due to sea level rise, subsidence and other factors. Property owners are having a hard time selling their properties and the value of the properties is decreasing.
Core Capability	
Capability Target	Pre-Planning as part of the HMGP Program (Demolition, etc.); Sea Level Rise Vulnerability Assessments and Identified Countermeasures; Gray/Green Infrastructure (Sea Walls); Other Protective Measures; Community Resilience; Economic Recovery, Environmental Response, Health and Social Services, Housing, Infrastructure Systems, Long Term Vulnerability Reduction
Resource Requirement	
Resources	**Number Required**

Severe Weather

Severe Weather	
Context Description	A youth sports team is caught in a severe thunderstorm and multiple members of the team are struck by lightning. The sports complex is located in a rural area of west Volusia, not close to any hospital facilities. Some patients need immediate hospital care while others have very minor injuries.
Core Capability	
Capability Target	Health/Medical Services; Rapid Medical Air Transport; Mass Care Services; Mass Search/Rescue; Public Info/Warning Systems; Social Media; National Weather Service Coordination; Regional EMS Support; Inter-Local Agreements for Medical Response; Intensive Care Unit; Medical Specialists
Resource Requirement	
Resources	**Number Required**

Storm Surge

Storm Surge	
Context Description	A Category 3 Hurricane hits Volusia County, affecting a large portion of the county with storm surge damage. An estimated 60% of the parcels within the Category 1 Storm Surge zone are affected, 45% of the parcels within the Category 2 zone are affected, 30% of the parcels within the Category 3 zone are affected, 2% of the parcels within the Category 4 zone are affected and 1% of the parcels within the Category 5 zone are affected.
Core Capability	
Capability Target	Community Resilience, Critical Transportation, Economic Recovery, Environmental Response, Health and Social Services, Housing, Infrastructure Systems, Long Term Vulnerability Reduction, Mass Search/Rescue, Natural and Cultural Resources, On-Scene Security/Protection, Operational Communication/ Coordination, Planning, Public/Private Services, Health/Medical Service, Public Info/Warning, Risk Resilience Management, Risk Management Programs, Situational Assessment, Threat/Hazard Identification
Resource Requirement	
Resources	**Number Required**

Terrorism

Terrorism	
Context Description	A terrorist of unknown domestic or international origin detonates an explosive at the Daytona 500 car race while attendees are exiting the stadium. There are immediate casualties, both fatal and non-fatal, including fatal injuries to the perpetrator. It is unknown whether or not the perpetrator acted alone.
Core Capability	
Capability Target	Federal Coordination of Assets and Intelligence (FBI, CIA); State Coordination of Assets and Intelligence (FDLE); Regional Coordination of Assets and Equipment (CFIX); COOP Planning; Economic Recovery Planning; Mass Care Services; Mass Search/Rescue; On-Scene Law Enforcement Response; Health/Medical Services; Physical Protective Measures; Public Information; Coordination through the Media, Social Media and Law Enforcement; Operational Communication, Operational Coordination
Resource Requirement	
Resources	**Number Required**

Tornado

Tornado	
Context Description	A Category 3 Hurricane spawns several F1 tornadoes near the Ponce Inlet area. 100% of the parcels that are directly hit by the tornado are affected with 100% damage (as a percentage of building value), 50% of the parcels within 1/8 of a mile are affected with 75% damage, 20% of the parcels closer than 1/4 mile but farther than 1/8 mile away are affected with 20% damage, 5% of the parcels closer than 1/2 mile but farther than 1/4 mile away are affected with 2% in damage, and 1% of the parcels father than 1/2 mile away but less than one mile away are affected with minor, variable damage.
Core Capability	
Capability Target	Community Resilience, Economic Recovery, Environmental Response, Health and Social Services, Housing, Infrastructure Systems, Long Term Vulnerability Reduction, Mass Care Services, Mass Search/Rescue, Natural and Cultural Resources, On-Scene Security/Protection, Operational Communication/ Coordination, Planning, Public/Private Services, Health/Medical Service, Public Info/Warning, Risk Resilience Management, Risk Management Programs, Situational Assessment, Threat/Hazard Identification
Resource Requirement	
Resources	**Number Required**

Tropical Cyclone

Tropical Cyclone	
Context Description	A Category 3 Hurricane hits Volusia County from the Atlantic Ocean, affecting a large portion of the county with wind damage. An estimated 60% of the parcels within the 111-115 Wind Zone are affected, while 25% of the parcels within the 106-110 Wind Zone and 10% of the parcels within the 105-110 Wind Zone are affected.
Core Capability	
Capability Target	Community Resilience, Economic Recovery, Environmental Response, Health and Social Services, Housing, Infrastructure Systems, Long Term Vulnerability Reduction, Mass Care Services, Mass Search/Rescue, Natural and Cultural Resources, On-Scene Security/Protection, Operational Communication/ Coordination, Planning, Public/Private Services, Health/Medical Service, Public Info/Warning, Risk Resilience Management, Risk Management Programs, Situational Assessment, Threat/Hazard Identification
Resource Requirement	
Resources	**Number Required**

Wildland Fire

Wildland Fire	
Context Description	A wildfire spawns and spreads within a 'Very High Risk' area within Volusia County. The fire spreads, and as a result, 1% of the parcels within the 'Very High Risk' zone are affected, 0.5% of the parcels within the 'High Risk' zone are affected, 0.25% of the parcels within the 'Low Risk' zone are affected, and 0.1% of the parcels within the 'No Risk' or 'None' zone are affected. The fire affects parcels uniformly across hazard zones.
Core Capability	
Capability Target	Community Resilience, Economic Recovery, Environmental Response, Health and Social Services, Housing, Infrastructure Systems, Long Term Vulnerability Reduction, Mass Care Services, Mass Search/Rescue, Natural and Cultural Resources, On-Scene Security/ Protection, Operational Communication/ Coordination, Planning, Public/Private Services, Health/Medical Service, Public Info/Warning, Risk Resilience Management, Risk Management Programs, Situational Assessment, Threat/Hazard Identification; Prescribed Burns
Resource Requirement	
Resources	**Number Required**

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/6/2025

SUBJECT: (B8) Resolution No. 25-24 - Approval of FDOT Funding Agreement for the Construction of the St. John's River to Sea (SJR2C) Loop SUN Trail (FDOT #439865)

DEPARTMENT: Community Development

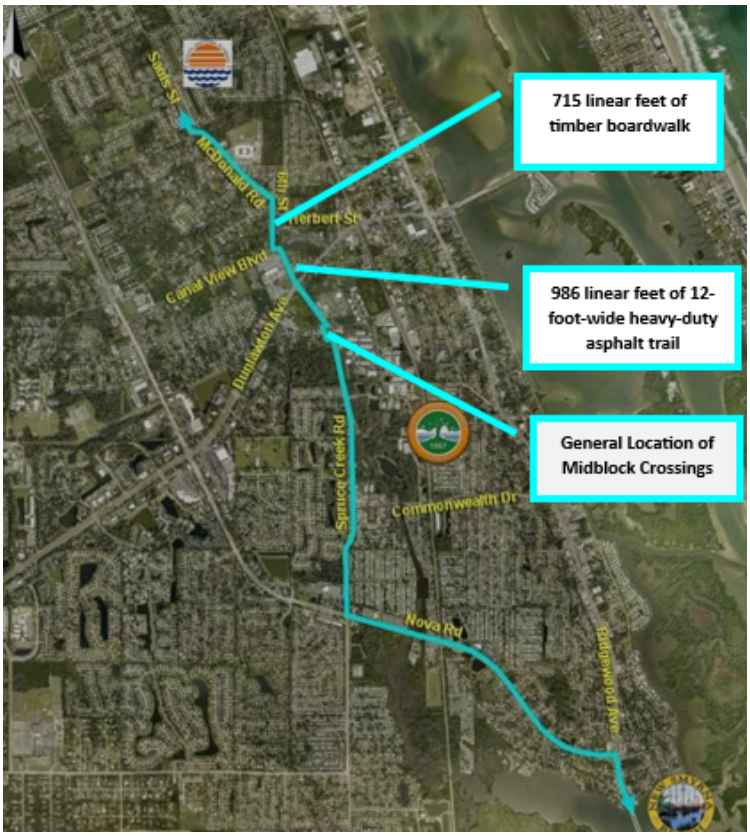
GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 25-24.

SUMMARY: The project associated with this Florida Department of Transportation (FDOT) Agreement is the construction of the Port Orange segment of the State's St. John's River to Sea (SJR2C) Loop Shared-Use Nonmotorized (SUN) Trail (FDOT #439865). The SJR2C Loop is a 260-mile regional trail system that runs through five Florida counties (Putnam, St. Johns, Volusia, Brevard, and Flagler) and includes the entire Palatka-to-St. Augustine State Trail and is part of the 3,000-mile East Coast Greenway. Similar SJR2C Loop Trail segments are programmed for construction in Edgewater, New Smyrna Beach, and South Daytona.

On September 18, 2024, as part of the FY 25-29 Capital Improvements Program (CIP), the City approved the proposed budget to include funds for constructing this project. When the Port Orange segment of the SJR2C Loop Trail (Port Orange Project #CD221) is completed, maintenance of these improvements will be the City's responsibility.

The segment of the SJR2C Loop Trail in Port Orange between New Smyrna Beach and South Daytona is located along McDonald Road, Spruce Creek Road, Nova Road, and Ridgewood Avenue and consists of existing trail segments along McDonald Road between South Daytona and Herbert Street and Spruce Creek Road and Nova Road, south of Dunlawton Avenue to Ridgewood Avenue. As part of this project, trail segments to fill gaps along the trail route will be constructed along Spruce Creek Road, north of Dunlawton Avenue, to Herbert Steet, as part of this project, along with midblock crossings on Spruce Creek Road, north of Selin Court.



The following improvements or trail segments will be constructed as part of this project to complete the SJR2C Loop SUN Trail through Port Orange, between South Daytona and New Smyrna Beach:

- Two midblock crossings at the intersection of Spruce Creek Road and Selin Circle and the intersection of Spruce Creek Road and Oak Street will be constructed, and Rectangular Rapid Flashing Beacon (RRFB) signals, lighting, and roadway markings will be installed.
- At the intersection of Spruce Creek Road and Dunlawton Avenue, the concrete crosswalk landing on the north side will be improved, and a new pedestrian pole with an LED pedestrian countdown display to cross Dunlawton Avenue will be installed.
- Construct 986 linear feet of 12-foot-wide heavy-duty asphalt trail along the east side of Spruce Creek Road between Dunlawton Avenue and Canal View Boulevard, along with drainage improvements and a stormwater inline check valve at the Halifax Canal.
- Construct 715 linear feet of 8-foot-wide elevated timber boardwalk from Canal View Boulevard through a vacant City-owned parcel to about 120 feet south of Herbert Street.
- Construct 120 linear feet of 8-foot-wide concrete sidewalk from the end of the boardwalk to Herbert Street and install a crosswalk at the intersection of Herbert Street at 6th Street, along with a Rectangular Rapid Flashing Beacon (RRFB) signal and lighting.

The Volusia-Flagler TPO and FDOT will fund 100% of the eligible construction costs in

an amount not to exceed $3,039,750.00. The City's contribution toward construction is $26,030.00 to cover non-eligible items identified during the design of the project. These items are:

- $3,290.00 for the upgraded portion of heavy-duty asphalt for the portion of the trail being constructed where City, County & FPL trucks routinely traverse to complete maintenance tasks
- $22,740.00 for installing an inline check valve where City stormwater piping intersects with the Halifax Canal.

Funds are budgeted and available for this project. Approval of this Resolution and Agreement will allow the project to go out to bid and start construction in the Fall of 2025. Construction is anticipated to begin in the fall of 2025 and be completed within 260 days after the Notice to Proceed is issued.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Resolution No. 25-24	Resolution No. 25-24.pdf
2.	439865-3-54-01 (FY 25) SFGA - SJR2C Loop SUN Trail Spruce Creek Rd w City signature page	439865-3-54-01 (FY 25) SFGA - SJR2C Loop SUN Trail Spruce Creek Rd w City signature page.pdf

Lisa Epstein	Created/Initiated - 4/1/2025
Tim Burman	Approved - 4/14/2025
Linda Truitt	Approved - 4/14/2025
Shannon Balmer	Approved - 4/25/2025
Wayne Clark	Final Approval - 4/25/2025

RESOLUTION NO. 25-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ACCEPTING A GRANT FOR FPN 439865-3-54-01, FOR CONSTRUCTION OF THE ST. JOHNS RIVER TO SEA LOOP TRAIL (SPRUCE CREEK ROAD) FROM SOUTH OF SELIN CIRCLE TO HERBERT STREET; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE STATE-FUNDED GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of Port Orange desire to facilitate the St. Johns River to Sea Loop Trail (Spruce Creek Road) from South of Selin Circle to Herbert Street (#439865 SJR2C Loop SUN Trail (Port Orange)) and,

WHEREAS, the State of Florida Department of Transportation has requested the City of Port Orange to execute and deliver to the State of Florida Department of Transportation the State-Funded Grant Agreement for the aforementioned project, FPN 439865-3-54-01.

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

Section 1. The City Council of the City of Port Orange, Florida, hereby accepts said grant and authorizes the Mayor and City Clerk to make, execute, and deliver to the State of Florida Department of Transportation the State-Funded Grant Agreement and any Supplemental Agreements to the State Funded Grant Agreement, for the aforementioned project, Financial Project Number (FPN) #439865-3-54-01**.**

Section 2. This resolution shall become effective immediately upon adoption.

_____
MAYOR SCOTT STILTNER

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

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

STATE-FUNDED GRANT AGREEMENT

FPN: 439865-3-54-01	Fund: GRTR	FLAIR Category: 088717
	Org Code: 55054010508	FLAIR Obj: 751000
FPN: 439865-3-54-01	Fund: LF	FLAIR Category: N/A
	Org Code: N/A	FLAIR Obj: N/A
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No: 79	Contract No:	Vendor No: F596000412003

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and City of Port Orange, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
   - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
   - ☒ Section 339.81 Florida Statutes , Florida Shared-use Nonmotorized (SUN) Trail Network Program , CSFA 55.038

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the SJR2C (St Johns River to Sea) Loop Trail (Spruce Creek Road) from South of Selin Circle to Herbert Street project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before November 30, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

   d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

   a. The estimated cost of the Project is $3,067,096.00 (Three Million Sixty Seven Thousand Ninety Six Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $3,067,096.00 (Three Million Sixty Seven Thousand Ninety Six Dollars and No/100) and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

   c. The Department's participation in eligible Project costs is subject to, but not limited to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

f. Travel expenses are not compensable under this Agreement.

g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H",** Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of

contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the

equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit

the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

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

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

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

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state 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 contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, F, H,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

d. ☒ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: N/A

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): N/A
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT CITY OF PORT ORANGE

By: See Attached Signature Page

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: James S. Stroz, Jr., P.E.

Title: Director of Transportation Development

Legal Review:

By: _____

Name: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT CITY OF PORT ORANGE

By: _____

Name: Scott Stiltner

Title: Mayor

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

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 439865-3-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

City of Port Orange (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

The SJR2C LOOP TRAIL (SPRUCE CREEK RD) project is within the City of Port Orange. This segment, of the State's much larger trail system, the Shared-Use Nonmotorized Trail Program (SUNTrail) is from S OF SELIN CIR TO HERBERT ST. Total length of the project is 3,542 feet (0.671miles) with exceptions listed below.

This segment, of the much larger trail system, begins south of the intersection of Spruce Creek Road and Selin Circle. The 8-foot-wide concrete trail of 450 linear feet will extend northerly along the west side of Spruce Creek Road towards Oak Street utilizing 200 linear feet of the existing 8 feet wide concrete sidewalk and will continue along the east side of Halifax Canal from Oak Street to Dunlawton Avenue utilizing the existing 8-foot-wide trail for 1,280 linear feet. 995 linear feet of 12-foot-wide heavy-duty asphalt trail will then continue along Spruce Creek Road from Dunlawton Avenue to Canal View Boulevard. 695 linear feet of 8-foot boardwalk continues through a vacant city-owned parcel from Canal View Boulevard to 120 feet South of Herbert Street. The last segment will be 120 linear feet of 8-foot-wide concrete sidewalk connecting to the existing trail segment. Total project length is approximately 0.671 miles.

Three midblock crossings at Selin Circle, Oak Street and Herbert Street will be installed with Rectangular Rapid Flashing Beacon (RRFB) signals and lighting will be added at these three locations. The scope of work will include installation of a pedestrian pole with LED countdown at the intersection of Dunlawton Avenue and Spruce Creek Road.

The timber pedestrian boardwalk and associated gravity walls will also be installed with lighting for safety purposes. Drainage improvements include extending pipes, mitered end sections and inlet modifications.

Other construction elements include mobilization, maintenance of traffic, erosion control, clearing and grubbing, regular and subsoil excavation, embankment (to include surcharge), and sod. Handrail/guiderail is specified where pedestrian drop off hazards are present.

The following items are not eligible for reimbursement and will be locally funded:

0522-2A	Concrete Shared Use Path, 7" thick (Heavy Duty) in lieu of 4" thick	SY	47	$4,606.00
-	18" Wapro Stainless Wastop Inline Check Valve	EA	1	$22,740.00

All pedestrian facilities shall adhere to current American with Disabilities Act (ADA) standards. Utility coordination is required and has been coordinated. Utility coordination will be required during construction and utility work schedules have been

developed. The Agency coordinated permitting with the St. Johns River Water Management District and USACE (environmental permit). The City shall construct the project within the limits of the existing right of way or easements

SPECIAL CONSIDERATIONS BY RECIPIENT:

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way

In accordance with the SFGA terms and conditions the Department reserves the right to perform inspections, reviews, investigations, or audits as deemed necessary by the Department. When construction is substantially complete and no less than 2 weeks prior to the scheduled final completion, the Recipient shall schedule a joint on site review/final walk-thru with FDOT. The Recipient shall contact the FDOT D5-Construction Special Projects Office via email at D5-ConstructionSpecialProjects@dot.state.fl.us to schedule the joint on site review/final walk-thru. The joint on site review/final walk-thru should not be considered an approval of the work by the Department nor a substitution for the Recipient's obligation to ensure that all work and deliverables comply with the SFGA terms and conditions

The initial invoice, progress report and other supporting documentation will be submitted within 180 days of the Department's Notice to Proceed and no more often than monthly and no less than quarterly thereafter. If no billable or reimbursable activity has occurred during the initial and/or subsequent reporting periods, a PMSR shall be submitted reflecting the activity occurred during the reporting period, status of the project, and an explanation of why no reimbursement request is being submitted. Required documents should be submitted via email to D5-SuntrailProgram@dot.state.fl.us.

SUN Trail funding is for the transportation element of a standard paved asphalt multi-use trail / Shared-Use Path (SUP). Note: superstructures (e.g., bridges, underpasses, etc.) may be made of metal, concrete ("diamond" design standard finish), composite, wood, or similar materials. The allocation of SUN Trail funds will not include the development of additional features and amenities associated with trail projects. These additional features and amenities include but are not limited to the following:

- Benches, trail furniture, seating areas, or tables;
- Bicycle racks or lockers, bicycle air stations or repair stations;
- Buildings or enclosed structures, restrooms, bathhouses, comfort stations, wayside structures, shades structures, concession stands, overlooks, fishing platforms, boat ramps or launches, transit or ride share facilities, shelters, gazebos, or picnic pavilions;
- Kiosks, interpretive panels, or placemaking signs (regulatory and safety controls are allowable);
- Landscaping (trail stabilization permitted);
- Litter or recycle receptacles, or doggie bag dispensers;
- Parking areas, trailheads, or camping areas;
- Playgrounds or playing fields, fitness equipment, or fitness structures;
- Promotional, marketing, or educational materials;
- Sculptures, monuments, or art; and
- Water fountains, splash zones, spigots, showers, water features, or irrigation equipment.

If other funding sources are available for additional improvements, construction may occur at the same time as the SUN Trail funded aspects. As appropriate, local agencies should coordinate with their respective districts.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

CONSTRUCTION (Phase 54):
a) Construction contract to be let (Bid Opening) by June 18, 2025.
b) Construction Duration of 260 days.
c) Construction to be completed (Final Acceptance) by May 16, 2026.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoice payments will be made on a pro-rata basis as a percentage of the state funding amount compared to the actual award amount. In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible for providing the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

The remainder of this page intentionally left blank.

STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	**FINANCIAL PROJECT NUMBER:**
City of Port ORange 1000 City Center Circle Port Orange, FL 32129 F596-000-412-003	439865-3-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2025**	Maximum Department Participation (SUNTrail)	$3,067,096.00	$27,346.00	$3,039,750.00	☐ In-Kind ☒ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$3,067,096.00 %	$27,346.00 %	$3,039,750.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$3,067,096.00	$27,346.00	$3,039,750.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Paul Schoelzel
District Grant Manager Name

Signature Date

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and the City of Port Orange

PROJECT DESCRIPTION:SJR2C (St Johns River to Sea) Loop Trail (Spruce Creek Road) from South of Selin Circle to Herbert Street project

FPID#: 439865-3-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.,** *or is considered a " governmental entity" authorized by the Department's Comptroller under* ***Section 334.044(29), F.S.,*** *as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the ***Disbursement Handbook for Employees and Managers.*** *The Department's Comptroller or designee must approve any modifications to the provisions. Please see* ***Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1*** *and* ***4*** *for alternative advance pay guidelines.*

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1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).

2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.

4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
☐ Small County Outreach Program (SCOP), (CSFA 55.009)
☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
☒ Florida Shared-Use Nonmotorized (SUN) Trail Network Program, CSFA 55.038

***Award Amount:** $3,039,750.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

EXHIBIT O

TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY

Section 10.e. of the Agreement is amended as follows for Construction on the Department's Right of Way.

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.

c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.

i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.

k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.

s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/6/2025

SUBJECT: (B9) Resolution No. 25-26 - Approval of FDOT Maintenance Memorandum of Agreement for the St. John's River to Sea (SJR2C) Loop SUN Trail (FDOT #439865)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 25-26.

SUMMARY: The project associated with this Florida Department of Transportation (FDOT) Maintenance Memorandum of Agreement is the Port Orange segment of the State's St. John's River to Sea (SJR2C) Loop Shared-Use Nonmotorized (SUN) Trail (FDOT #439865). The SJR2C Loop is a 260-mile regional trail system that runs through five Florida counties (Putnam, St. Johns, Volusia, Brevard, and Flagler) and includes the entire Palatka-to-St. Augustine State Trail and is part of the 3,000-mile East Coast Greenway. Similar SJR2C Loop Trail segments are programmed for construction in Edgewater, New Smyrna Beach, and South Daytona.

On September 18, 2024, as part of the FY 25-29 Capital Improvements Program (CIP), the City approved the proposed budget to include funds for constructing this project. When the Port Orange segment of the SJR2C Loop Trail (Port Orange Project #CD221) is completed, maintenance of these improvements will be the City's responsibility.

The segment of the SJR2C Loop Trail in Port Orange between New Smyrna Beach and South Daytona is located along McDonald Road, Spruce Creek Road, Nova Road, and Ridgewood Avenue and consists of existing trail segments along McDonald Road between South Daytona and Herbert Street and Spruce Creek Road and Nova Road, south of Dunlawton Avenue to Ridgewood Avenue. As part of this project, trail segments to fill gaps along the trail route will be constructed along Spruce Creek Road, north of Dunlawton Avenue, to Herbert Street, along with midblock crossings on Spruce Creek Road, north of Selin Court. For more details on the improvements to be constructed as part of the Multi-Use Trail Project, refer to Item B8 on the May 6, 2025, City Council Agenda.

Approval of this Resolution and Agreement commits the City to maintain the entire Multi-Use Trail located within the City of Port Orange, as depicted in the Construction Plans and Specifications, for the useful life of the Multi-Use Trail according to FDOT standards, which include, but are not limited to the Americans with Disabilities Act, FDOT Design Standards, and the FDOT Standard Specifications.

The City's maintenance responsibilities include, but are not limited to:

- Vegetation management
- Removal of graffiti
- Repair and maintenance of slopes/erosion, boardwalk, sidewalk segments, gravity walls, railings, guardrails, signing, pavement markings, pedestrian/bicycle signals, lighting, and all other features of the Multi-Use Trail Project.
- Ensuring all trail surfaces remain free from residue accumulation, algae, vegetation, and other slip or trip hazards.

Construction of the Multi-Use Trail Project is anticipated to begin in the fall of 2025 and be completed within 260 days after the Notice to Proceed is issued. Once construction is complete and the project has been formally accepted by the FDOT, the City of Port Orange will assume full responsibility for the ongoing maintenance of the trail.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Resolution No. 25-26	Resolution No. 25-26.pdf
2.	439865-3-54-01 SJR2C MMOA_FY 25 with City signature page	439865-3-54-01 SJR2C MMOA_FY 25 with City signature page.pdf

Amanda Bonin	Created/Initiated - 4/24/2025
Tim Burman	Approved - 4/24/2025
Linda Truitt	Approved - 4/24/2025
Mark Simpson	Approved - 4/24/2025
Shannon Balmer	Approved - 4/25/2025
Wayne Clark	Final Approval - 4/25/2025

RESOLUTION NO. 25-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING A MAINTENANCE MEMORANDUM OF AGREEMENT FORMALLY ACCEPTING PERPETUAL MAINTENANCE OF THE PORTION OF THE ST. JOHNS RIVER TO SEA LOOP TRAIL (SPRUCE CREEK ROAD) PROJECT FROM SOUTH OF SELIN CIRCLE TO HERBERT STREET; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENTS THERETO AS IT RELATES TO UPDATING CONSTRUCTION PLANS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of Port Orange desire to facilitate the St. Johns River to Sea Loop Trail (Spruce Creek Road) from South of Selin Circle to Herbert Street (#439865 SJR2C Loop SUN Trail (Port Orange)) and,

WHEREAS, the State of Florida Department of Transportation has requested the City of Port Orange to execute and deliver to the State of Florida Department of Transportation the State-Funded Grant Agreement for the aforementioned project, FPN 439865-3-54-01.

WHEREAS, in furtherance of the aforementioned project, FPN 439865-3-54-01, the State of Florida Department of Transportation has requested the City of Port Orange to formally commit to permanent, perpetual maintenance of the portion of the aforementioned project, and in furtherance of such, to execute and deliver to the State of Florida Department of Transportation the Maintenance Memorandum of Agreement for said project, FPN 439865-3-54-01.

WHEREAS, City Council of the City of Port Orange, Florida desires to authorize the City Manager to execute any necessary amendments to the Maintenance Memorandum

of Agreement for said project, FPN 439865-3-54-01, as it relates to updating the construction plans.

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

Section 1. The City Council of the City of Port Orange, Florida, hereby accepts said perpetual maintenance of the portion of the aforementioned project and authorizes the Mayor and City Clerk to make, execute, and deliver to the State of Florida Department of Transportation the Maintenance Memorandum of Agreement for the aforementioned project, Financial Project Number (FPN) #439865-3-54-01**.**

Section 2. The City Council of the City of Port Orange, Florida, hereby authorizes the City Manager to make, execute, and deliver to the State of Florida Department of Transportation any necessary amendments to the Maintenance Memorandum of Agreement for the aforementioned project, Financial Project Number (FPN) #439865-3-54-01 as it relates to updating the construction plans**.**

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

_____
MAYOR SCOTT STILTNER

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

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

MAINTENANCE MEMORANDUM OF AGREEMENT
FOR OFF SYSTEM MULTI-USE TRAIL PROJECT
Between
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
("DEPARTMENT")
and
CITY OF PORT ORANGE
("LOCAL GOVERNMENT")

THIS AGREEMENT, made and entered into on _____, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an executive agency of the State of Florida, hereinafter called the "DEPARTMENT," and the CITY OF PORT ORANGE, a municipality incorporated under the laws of the State of Florida, hereinafter called the "LOCAL GOVERNMENT."

WITNESSETH

WHEREAS, the State of Florida Legislature has approved and mandated the DEPARTMENT to complete various projects included in the DEPARTMENT'S Work Program; and

WHEREAS, included in the DEPARTMENT'S Work Program is Project Financial Management Number 439865-3-54-01 SJR2C LOOP TRAIL (SPRUCE CREEK RD), located in City of Port Orange, further described Exhibit A and Exhibit B, hereinafter referred to as the "Project", some, or all of which, is not on the State Highway System; and

WHEREAS, the parties hereto agree that it is in the best interest of the DEPARTMENT and of the LOCAL GOVERNMENT for the DEPARTMENT to act on behalf of the LOCAL GOVERNMENT in completing all aspects of any portion of the Project not on the State Highway System, including, but not necessarily limited to (1) design; (2) acquisition of real property through voluntary acquisition to complete this Project as authorized by §336.467, Florida Statutes; and (3) constructing the Project through its completion; and (4) providing Construction Engineering Inspection (CEI) as necessary for the Project; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit "C", and made apart hereof, has authorized its officers to execute this AGREEMENT on its behalf and to formally commit to permanent, perpetual maintenance of the Multi Use Trial Project.

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

1. The LOCAL GOVERNMENT acknowledges that the DEPARTMENT will require the LOCAL GOVERNMENT to maintain the entire Multi-Use Trail Project, as depicted in the Exhibit A and Exhibit B (Construction Plans) and Specifications of F.P.I.D. 439865-3-54-01, for the useful life of the Multi-Use Trail Project, according to the DEPARTMENT standards,

which include, but are not limited to, the Americans with Disabilities Act, Design Standards, and the Standard Specifications, and as amended from time to time.

2. Maintenance items to be maintained by the LOCAL GOVERNMENT shall include, but not be limited to vegetation management, ornamental landscaping, trail heads, bathroom facilities, parking facilities, repair of slopes/erosion, removal of graffiti, boardwalks, gravity walls, sea walls, traffic barriers, railings, guardrail, signing, pavement markings, pedestrian/bicycle signals, lighting, benches, litter receptacles, aesthetic features, and all other features of the Multi-Use Trail Project. The LOCAL GOVERNMENT shall maintain pavement surfaces free from residue accumulation, algae, vegetation, and other slip or trip hazards. The LOCAL GOVERNMENT shall trim landscaping, mow, sweep, edge and provide weed control along the Multi-Use Trail Project corridor on SJR2C (St Johns River to Sea) Loop Trail (Spruce Creek Road) from South of Selin Circle to Herbert Street as described in Exhibit A**.** The LOCAL GOVERNMENT shall ensure the safety of the Public by repairing slope erosion and maintaining signs, sign poles, striping, pavement symbols, traffic markings, detectable warning surfaces, pavers, crosswalks, bollards, delineators, walls, railings, barriers, guardrail, lighting, pedestrian/bicycle signals and any other safety features within the Multi-Use Trail Project corridor in accordance with DEPARTMENT standards. The LOCAL GOVERNMENT shall maintain paint on railings, sign poles, structures, etc. within the Multi-use Trail Project corridor. Repairs to any Multi-Use Trail Project structural or safety feature shall be in kind and to DEPARTMENT standards. The LOCAL GOVERNMENT shall maintain all landscaping to DEPARTMENT standards or higher and all irrigation systems in good operational condition. The LOCAL GOVERNMENT shall maintain and repair the Multi-Use Trail Project at its sole cost and expense, in a good and workmanlike manner, and with reasonable care.

3. The Parties acknowledge and agree that the design plans for the Multi-Use Trail Project may not yet be finalized and are subject to review by the Department. Upon completion of the Multi-Use Trail Project, the Parties shall amend this Agreement to attach the latest version of the construction plans for the Multi-Use Project to this Agreement in order to show the extent of the Multi-Use Trail Project to be maintained by LOCAL GOVERNMENT. The LOCAL GOVERNMENT approves and delegates to CITY MANAGER, the authority to enter into an amendment of this Agreement to attach the latest version of the construction plans as described above. No further Board or Council action shall be required to amend this Agreement for the sole purpose of incorporating the latest construction plans.

4. The LOCAL GOVERNMENT shall pay utility bills for lighting, signals, and irrigation associated with the Multi-Use Trail Project as described in Exhibit A.

5. The LOCAL GOVERNMENT shall conduct an annual inspection of the Multi-Use Trail Project to ensure that any and all safety deficiencies are addressed.

6. When the Multi-Use Trail Project is at the end of its useful life, the LOCAL GOVERNMENT shall prioritize the Replacement or Reconstruction of the Multi-Use Trail Project as if it was a new Project.

7. If at any time the LOCAL GOVERNMENT has not performed the maintenance responsibility on the Multi-Use Trail Project in accordance with this Agreement, the DEPARTMENT shall have the option of (a) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that it be corrected within a specified time; or (b) the DEPARTMENT may perform the necessary maintenance at the LOCAL GOVERNMENT'S sole cost and expense, and send an invoice to the LOCAL GOVERNMENT, equal to the cost incurred by the DEPARTMENT for such maintenance. Any action taken by the DEPARTMENT does not relieve any obligation of the LOCAL GOVERNMENT under the terms and conditions of this Agreement. Failure to perform maintenance of the Multi-Use Trail Project in accordance with this Agreement may impact DEPARTMENT funding participation in future LOCAL GOVERNMENT projects.

8. The DEPARTMENT may require the LOCAL GOVERNMENT to remove the Multi-Use Trail Project in whole or in part and restore the property to the condition that existed immediately prior to the effective date of this Agreement if the DEPARTMENT determines: (a) the Multi-Use Trail Project or project feature is not constructed or maintained in accordance with Section 1. of this Agreement, or (b) the LOCAL GOVERNMENT breaches a material provision (as determined by the DEPARTMENT) of this Agreement. Removal and restoration shall be completed by the LOCAL GOVERNMENT within 60 days of the DEPARTMENT'S written notice, or such time as the DEPARTMENT and the LOCAL GOVERNMENT mutually agree in writing. Removal and restoration shall be completed by the LOCAL GOVERNMENT in accordance with DEPARTMENT standards. Should the LOCAL GOVERNMENT fail to complete the removal and restoration work, the DEPARTMENT may complete the removal and restoration at the LOCAL GOVERNMENT'S sole cost and expense and send an invoice to the LOCAL GOVERNMENT, equal to the cost incurred by the DEPARTMENT for such removal and restoration.

9. This Agreement may be terminated under either of the following conditions: (a) by the DEPARTMENT, if the LOCAL GOVERNMENT fails to perform its duties under this Agreement, following ten (10) days written notice; or (b) by the DEPARTMENT, for refusal by the LOCAL GOVERNMENT to allow public access to public records subject to the provisions of Chapter 119, Florida Statutes.

IN WITNESS WHEROF, the parties hereto have executed this Agreement on the dates exhibited, by the signatures below

CITY OF PORT ORANGE,

See Attached Signature Page

By:_____

Title: _____

Date: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Title: Director of Transportation Development

Date: _____

LOCAL GOVERNMENT Legal Review:

By: _____

DEPARTMENT Legal Review:

By: _____

The remainder of this page intentionally left blank.

IN WITNESS WHEROF, the parties hereto have executed this Agreement on the dates exhibited, by the signatures below

CITY OF PORT ORANGE,

By:_____
Scott Stiltner

Title: Mayor

Date: _____

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

LOCAL GOVERNMENT Legal Review:

By: _____
Shannon K. Balmer, Senior Assistant City Attorney

The remainder of this page intentionally left blank.

Exhibit "A"
SCOPE OF SERVICES

The SJR2C LOOP TRAIL (SPRUCE CREEK RD) construction project is within the City of Port Orange. This segment, of the State's much larger trail system, the Shared-Use Nonmotorized Trail Program (SUNTrail) is from S OF SELIN CIR TO HERBERT ST. Total length of the project is 3,542 feet (0.671miles) with exceptions listed below.

This segment, of the much larger trail system, begins south of the intersection of Spruce Creek Road and Selin Circle. The 8-foot-wide concrete trail of 450 linear feet will extend northerly along the west side of Spruce Creek Road towards Oak Street utilizing 200 linear feet of the existing 8 feet wide concrete sidewalk and will continue along the east side of Halifax Canal from Oak Street to Dunlawton Avenue utilizing the existing 8-foot-wide trail for 1,280 linear feet. 995 linear feet of 12-foot-wide heavy-duty asphalt trail will then continue along Spruce Creek Road from Dunlawton Avenue to Canal View Boulevard. 695 linear feet of 8-foot boardwalk continues through a vacant city-owned parcel from Canal View Boulevard to 120 feet South of Herbert Street. The last segment will be 120 linear feet of 8-foot-wide concrete sidewalk connecting to the existing trail segment. Total project length is approximately 0.671 miles.

Exhibit “B”
CONSTRUCTION PLANS

The Contract Plans for the construction of Department Project # 439865-3-54-01, are identified herein by attaching the cover sheet of said plans and by such, the entire set of Contract Plans are incorporated by reference.

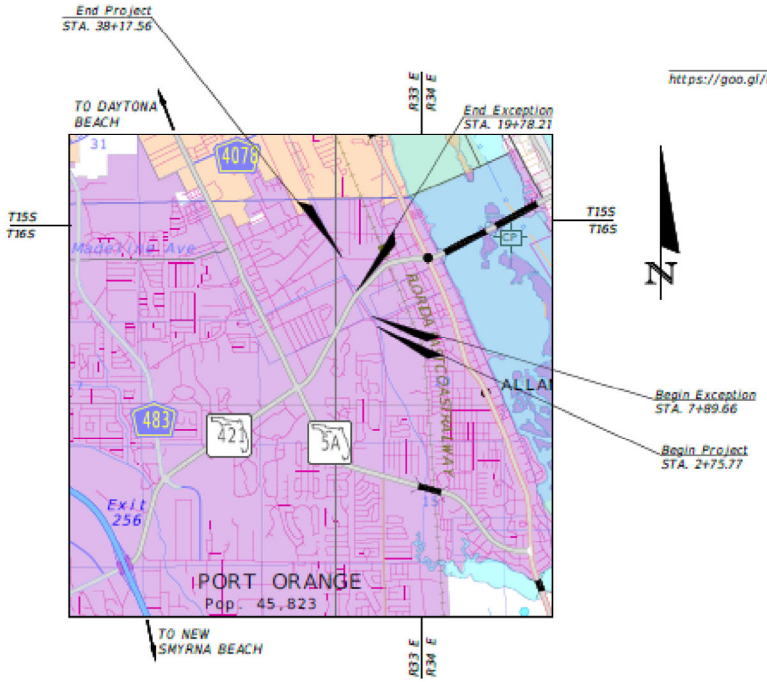
SJR2C LOOP TRAIL (SPRUCE CREEK RD)

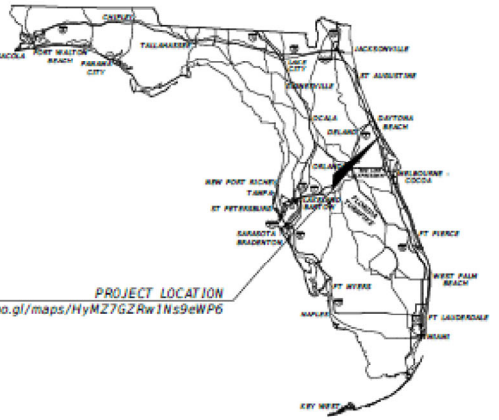
FROM SOUTH OF SELIN CIRCLE TO HERBERT STREET

FINANCIAL PROJECT NUMBER: 439865-3-54-01

INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION
01	KEY SHEET
02	SIGNATURE SHEET
03	SUMMARY OF PAY ITEMS
04	DRAINAGE MAP
05	GENERAL NOTES
06	PROJECT LAYOUT
07	PROJECT CONTROL
08 - 10	TYPICAL SECTION
11	TYPICAL SECTION DETAILS
12 - 15	ROADWAY PLAN
16 - 17	ROADWAY PLAN AND PROFILE
18	GRAVITY WALL PLAN & PROFILE WALL A
19	GRAVITY WALL PLAN & PROFILE WALL B
20 - 40	CROSS SECTION
41	STORMWATER POLLUTION PREVENTION PLAN NOTES
42 - 44	EROSION CONTROL PLAN
45 - 48	WETLAND IMPACTS
49 - 55	SIGNING AND PAVEMENT MARKING PLAN
56	SIGNALIZATION GENERAL NOTES
57	SIGNALIZATION PLAN
58	REPORT OF CORE BORINGS
B1-01	GENERAL NOTES
B1-02	BOARDWALK DATA TABLES
B1-03 - B1-05	BOARDWALK DETAILS





GOVERNING STANDARD PLANS:
Florida Department of Transportation, FY2024-25 Standard plans for Road and Bridge Construction and applicable Interim Revisions (Irs).

Standard Plans for Road Construction and associated Irs are available at the following website:
http://www.fdot.gov/design/Standardplans.shtm

Standard Plans for Bridge Construction are included in the Roadway Plans Component.

GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, FY2024-25 Standard Specifications for Road and Bridge Construction at the following website:
https://www.fdot.gov/programmanagement/specs.shtm

ROADWAY PLANS
ENGINEER OF RECORD:

MERLYNN O. ANDERSON, P.E.
P.E. NO.: 83096
STANLEY CONSULTANTS, INC.
80 SPRING VISTA DRIVE
DeBARY, FL 32713

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

FISCAL YEAR	SHEET NO.
25	01

Exhibit “C”
AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/6/2025

SUBJECT: (F18) Fire Pension Board Appointment - 5th Member

DEPARTMENT: City Clerk

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Chris Taylor as the fifth member to the Fire Pension Board.

SUMMARY: On March 20, the Fire Pension Board re-appointed Chris Taylor to continue serving as their fifth member. The board requests that Council confirms, as a ministerial duty, Chris Taylor as the fifth member to the Fire Pension Board. His term will expire 12/31/2029.

PRESENTER: Robin Fenwick

ATTACHMENTS:

Amanda Bonin	Created/Initiated - 4/16/2025
Robin Fenwick	Approved - 4/16/2025
Wayne Clark	Final Approval - 4/23/2025

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/6/2025

SUBJECT: (G19) Second Reading - Ordinance No. 2025-09 - Comprehensive Plan Future Land Use Map Amendment/4009 & 4084 Halifax Drive (Case No. CPAM-24-0003)

DEPARTMENT: Community Development

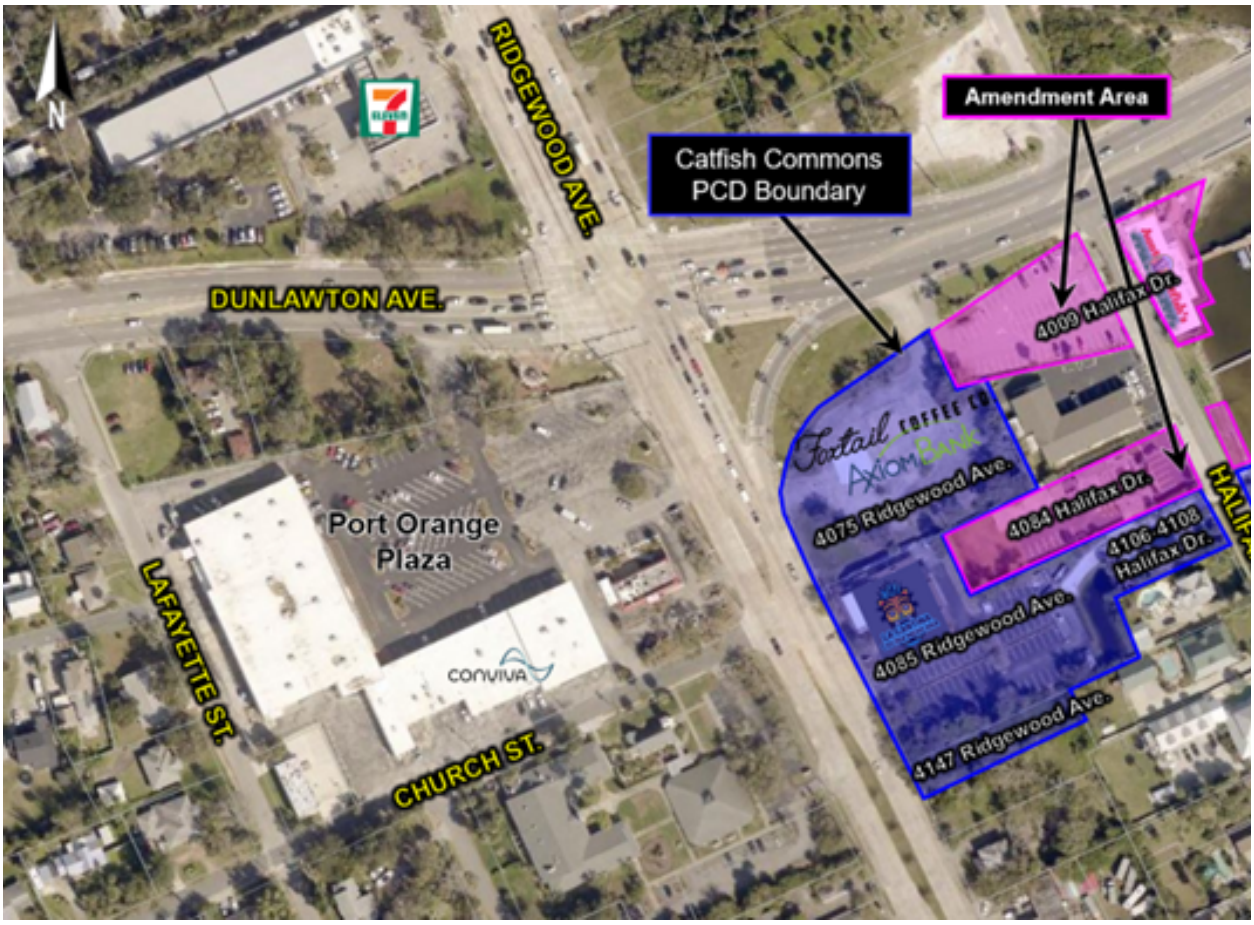
GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance 2025-09

SUMMARY: Planning Commission Action (2/27/25): Recommended Approval (7-0)

The property owners are requesting to change the Future Land Use (FLU) map designation for ±1.2 acres at 4009 Halifax Drive (Aunt Catfish's on the River Restaurant) and 4084 Halifax Drive (former Maloney Funeral Home) from *Commercial* to *Mixed-Use Center*. The proposed FLU amendment is being processed concurrently with the restatement of the Master Development Agreement (MDA) for the Catfish Commons Planned Commercial Development (PCD) to add 4084 Halifax Drive into the PCD and establish the framework to redevelop 4009 and 4084 Halifax Drive. The two subject properties are shown in pink, and the current boundary of the Catfish Commons PCD is shown in blue.

If the FLU Amendment and restatement of the MDA for the Catfish Commons PCD are approved, the property owners plan to redevelop the property at 4084 Halifax Drive as a mixed-use building with commercial uses on the first floor and up to eight residential units above, a 12-slip marina, and allow the addition of two residential units above the existing Aunt Catfish's on the River restaurant at 4009 Halifax Drive.



Location Map of 4009 Halifax Drive and 4084 Halifax Drive

The current *Commercial* FLU designation on the subject properties does not allow a mixture of non-residential and residential uses. Therefore, the property owners are requesting to change the FLU designation for the subject properties to *Mixed-UseCenter* to allow the inclusion of residential units within the PCD while maintaining commercial uses on the subject properties. The *Mixed-Use Center* designation is an alternative to single-use categories, such as residential or commercial, and allows a variety of land uses, which may include a combination or mixture of commercial, office, service, residential, and institutional development, and is focused around a point of high activity, such as an intersection of collector or higher-classified roads. The proposed *Mixed-Use Center* FLU designation is compatible with the adjacent properties and supports the City's redevelopment goals for the Port Orange Town Center Community Redevelopment Area (CRA) and Ridgewood Corridor Plan.

The proposed FLU amendment results in a net increase in the number of residential units and non-residential square footage. Based on the theoretical maximum analysis, all public facilities have adequate capacity to accommodate the proposed amendment. There is existing infrastructure, such as water, sewer, and roads, to support the redevelopment of these properties.

As with all development, the specific site development proposal for the subject properties will be subject to concurrency regulations at the time of development, requiring adequate public facilities to be provided or to mitigate their impacts. If

approved, the proposed *Mixed-Use Center* FLU designation will serve as an alternative to the existing single-use, commercial category and promote the redevelopment of properties that have access to existing infrastructure such as water, sewer, and roads.

The Staff Report is attached for more information.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2025-09 with exhibits	Ordinance No. 2025-09 with exhibits.pdf
2.	STAFF REPORT	STAFF REPORT .pdf
3.	Business Impact Estimate - ORD 2025-09- CPAM-24-0003	Business Impact Estimate - ORD 2025-09-CPAM-24-0003.docx

Penelope Cruz	Created/Initiated - 4/10/2025
Amanda Bonin	Final Approval - 4/16/2025

ORDINANCE NO. 2025-09

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE (FLU) DESIGNATION FOR ±1.2 ACRES FROM COMMERCIAL TO MIXED-USE CENTER; AUTHORIZE TRANSMITTAL TO REQUIRED AGENCIES; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the proposed amendment to the Comprehensive Plan directly relates to small scale development activities as provided in Section 163.3187(1)(c), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has provided an opportunity to receive comments and proposals from the general public and held at least one public hearing with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources, consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

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

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, entitled “Port Orange Comprehensive Plan 2022-2045”, consisting of eleven (11) elements, including Future Land Use; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; Capital Improvements; Property Rights; and Appendix 1 – Map Series, all as adopted by Ordinance Nos. 2024-04, 2024-12, 2024-25, and this ordinance.

Section 2. The Future Land Use Map, Map 1.4, within Appendix 1- Map Series, of the Comprehensive Plan is hereby amended for ±1.2 acres from Commercial to Mixed-Use Center as shown on the Map depicted in **Exhibit “A”**, attached hereto and by reference made a part hereof.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

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

Section 5. This ordinance shall become effective immediately upon adoption.

_____
MAYOR SCOTT STILTNER

ATTEST:

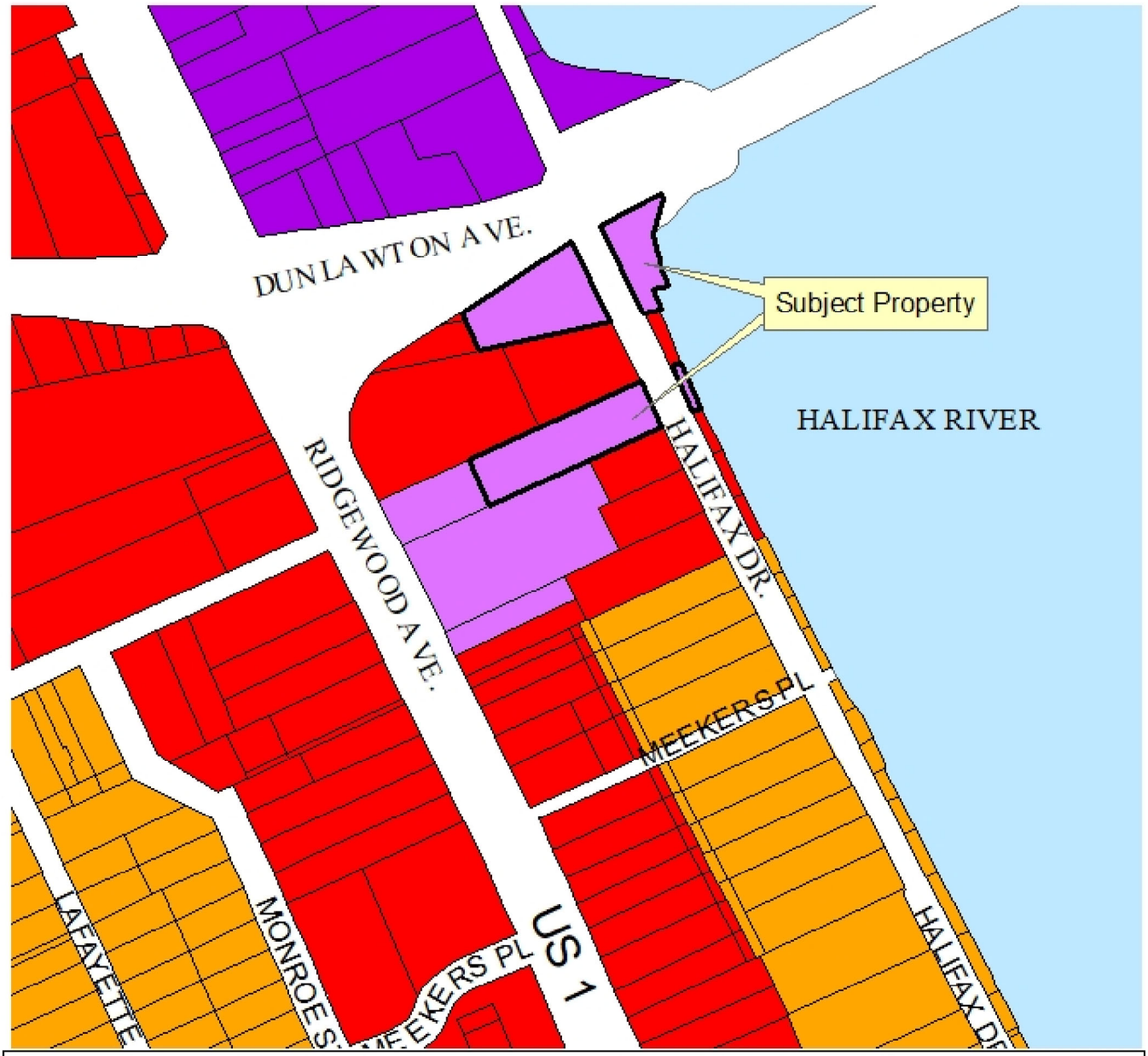
_____
Robin L. Fenwick, MMC, City Clerk

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

EXHIBIT "A"



Legend

- Commercial
- Planned Community
- Mixed-Use Center
- Urban Medium Density Residential

CITY OF PORT ORANGE 1867 FLORIDA

Future Land Use

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S

STAFF REPORT

Small-Scale Comprehensive Plan Future Land Use Map Amendment / 4009 and 4084 Halifax Drive

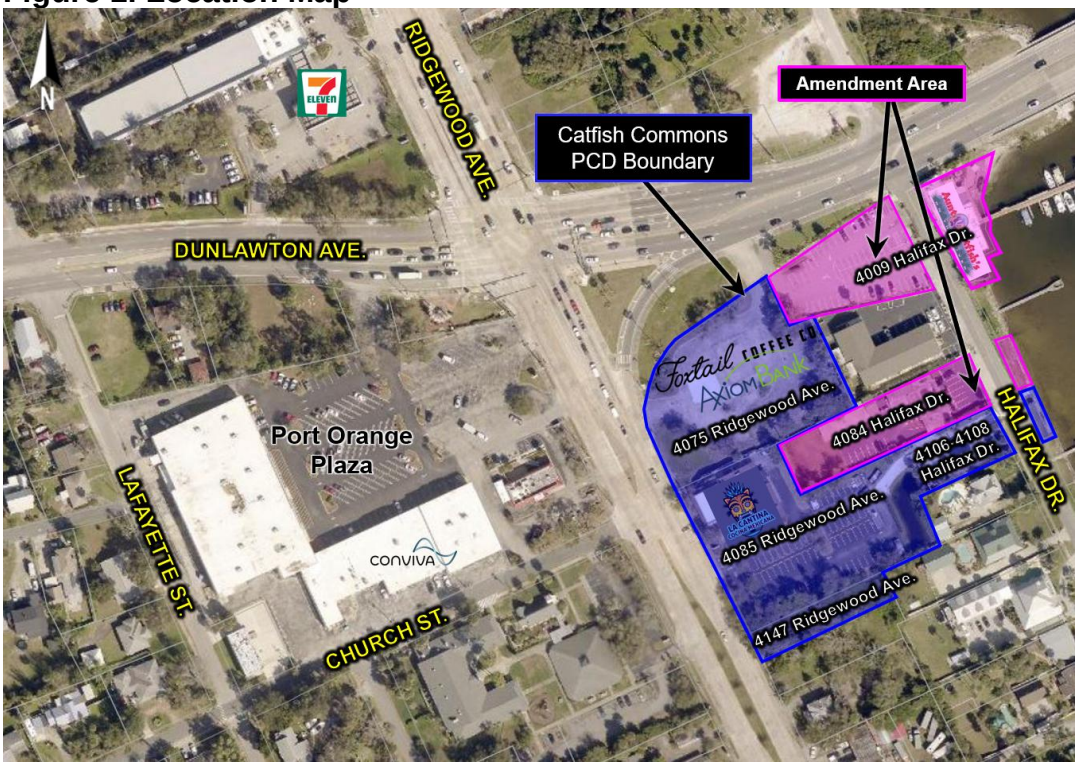
CASE NO. CPAM-24-0003

REQUEST:	Amend the Comprehensive Plan Future Land Use (FLU) map to change the FLU designation for ±1.2 acres from *Commercial* to *Mixed-Use Center.*
LOCATION:	4009 and 4084 Halifax Drive
OWNERS/APPLICANTS:	Brendan and Shannon Galbreath and Halifax 4084 LLC
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 7-0 (February 27, 2025)
CITY COUNCIL:	March 18, 2025

INTRODUCTION

The property owners are requesting to change the Future Land Use (FLU) map designation for ±1.2 acres at 4009 (Aunt Catfish Restaurant) and 4084 (former Maloney Funeral Home) Halifax Drive from *Commercial* to *Mixed-Use Center*. The proposed FLU amendment is being processed concurrently with the restatement of the Master Development Agreement (MDA) for the Catfish Commons Planned Commercial Development (PCD) to add 4084 Halifax Drive into the PCD and establish the framework to redevelop 4009 and 4084 Halifax Drive. The two subject properties are shown in purple, and the current boundary of the Catfish Commons PCD is shown in blue in Figure 1.

Figure 1. Location Map



PROPOSED AMENDMENT

The request to change the FLU designation for the 1.2 acres from *Commercial* to *Mixed-Use Center* is to allow the inclusion of residential units within the PCD while maintaining the commercial uses on the subject properties. The *Mixed-Use Center* designation is an alternative to single-use categories, such as residential or commercial. The mixed-use designation allows a variety of land uses, which may include a combination or mixture of commercial, office, service, residential, and institutional development, and is focused around a point of high activity, such as an intersection of collector or higher-classified roads.

According to the applicants, the request to change the FLU designation of the subject properties to the *Mixed-Use Center* designation allows a combination of commercial, office, and residential uses, which is impossible with the current FLU designations that only allow single-use categories.

Concurrent with the FLU amendment, the property owners are requesting to restate the Catfish Commons MDA to provide the framework to redevelop the property at 4084 Halifax Drive as a mixed-use building with commercial uses on the first floor and up to eight residential units above and a 12-slip marina and allow the addition of two residential units above the existing Aunt Catfish's restaurant at 4009 Halifax Drive.

PROPERTY OVERVIEW

The following section will examine the proposed amendment and its impacts. The properties are located along the Ridgewood Corridor and within the Port Orange Town Center Redevelopment Area (CRA). The surrounding existing land uses, Future Land Use designations, and Zoning classifications are identified in Tables 1 and 2.

Table 1. 4009 Halifax Drive Surrounding Land Uses, Future Land Use Designation and Zoning

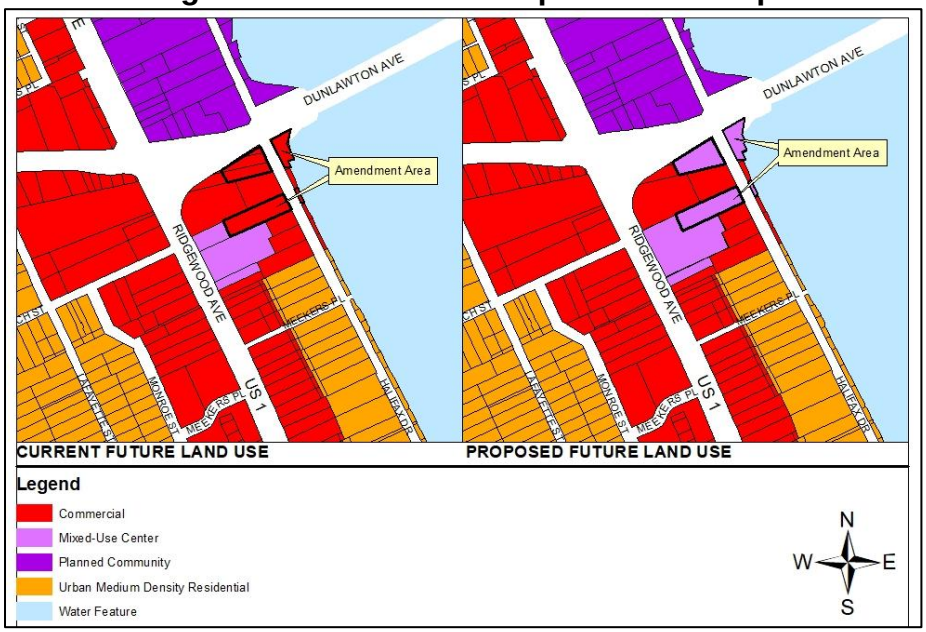
Direction	Existing Land Use	FLU Designation	Zoning District
North	Dunlawton Avenue	*N/A*	N/A
South	Multi-Family Residential	*Commercial*	Ridgewood Development (RD)
East	Halifax River	*N/A*	N/A
West	Commercial	*Commercial*	Planned Commercial Development (Catfish Commons PCD)

Table 2. 4084 Halifax Drive Surrounding Land Uses, Future Land Use Designation and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Commercial and Multi-family Residential	*Commercial*	Planned Commercial Development (Catfish Commons PCD) and Ridgewood Development (RD)
South	Single-family Residential & Commercial	*Commercial & Mixed-Use Center*	Planned Commercial Development (Catfish Commons PCD)
East	Halifax River	*N/A*	N/A
West	Commercial	*Mixed-Use Center*	Planned Commercial Development (Catfish Commons PCD)

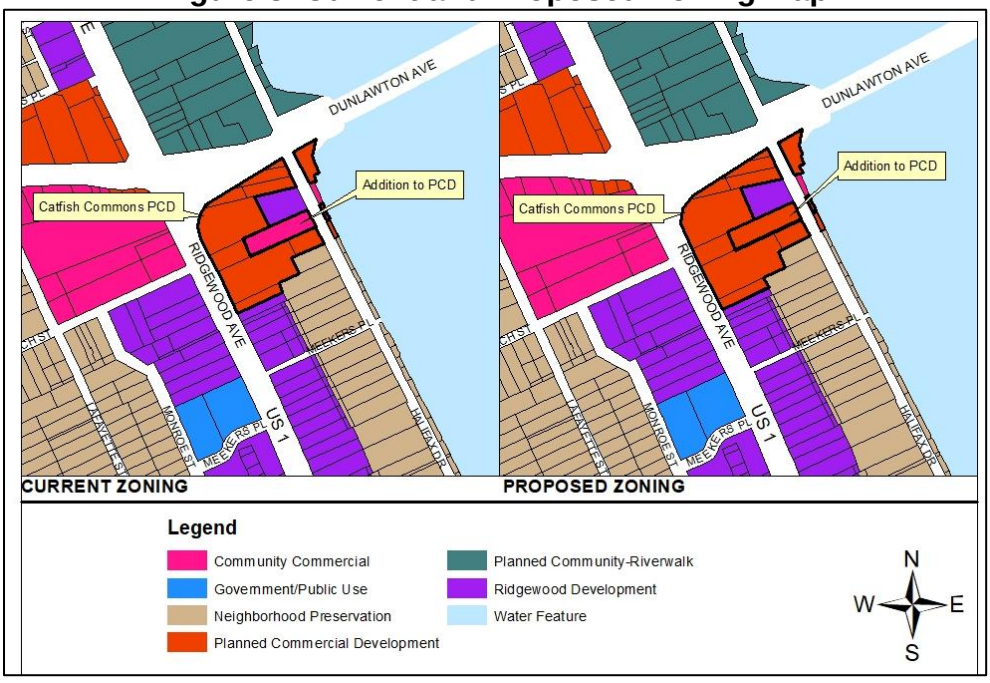
The current FLU designation for the adjacent properties and proposed FLU designation for the subject properties are identified in Figure 2.

Figure 2. Current and Proposed FLU Map



The current zoning classifications for the adjacent properties and the proposed zoning classification for the subject properties are identified in Figure 3. The applicants submitted a PCD rezoning application that is being concurrently reviewed with the proposed FLU amendment to rezone the property at 4084 Halifax Drive from Community Commercial (CC) to Planned Commercial Development (PCD) (Case No. PRZA-24-0008). The property at 4009 Halifax Drive is already zoned PCD and in the Catfish Commons PCD.

Figure 3. Current and Proposed Zoning Map



The following table identifies the acreage for the current and proposed FLU designations by acreage (Table 3).

Table 3. Current & Proposed Future Land Uses – Acreage by Category

FLU Designation	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
Commercial	1.2	0	-1.2
Mixed-Use Center	0	1.2	+1.2
Total Acreage	1.2	1.2	0

The following table identifies the maximum allowable density/intensity (Table 4) of current adopted and proposed FLU designations. The maximum residential density allowed in *Mixed-Use Center* FLU designation is 16 dwelling units per gross acre. The maximum Floor Area Ratio (FAR) for non-residential uses allowed in this category is 1.5. The allowable distribution of uses within the *Mixed-Use Center* FLU designation is within the following ranges, with the cumulative mixture of percentages equaling 100%:

- commercial (not including office) 50%-90%
- office 10% - 90%
- residential 0% - 50%
- institutional 0% - 35%

If approved, the proposed FLU designation will serve as an alternative to the single-use commercial node and promote the redevelopment of an existing commercial property within the Port Orange Town Center CRA, with access to existing infrastructure such as water, sewer, and roads.

Table 4. Current & Proposed Future Land Uses – Density/Intensity by Category

	Current FLU	Proposed FLU	Net Change in FLU
	[Theoretical Maximum Density (units)/Intensity (sq. ft.)]		
Commercial (0.5 FAR for Community Node)	26,136 sq. ft. commercial	0	-26,136 sq. ft. commercial
Scenario #1: *Mixed-Use Center* *50% Residential (16 units/acre) /50% Commercial (1.5 FAR*)*	0 units 0 sq. ft.	10 units 39,204 sq. ft. commercial	+10 units +39,204 sq. ft. commercial
Scenario #2: *Mixed-Use Center* *90% Commercial (1.5 FAR)/10% office (1.5 FAR)*	0 sq. ft.	70,567 sq. ft. commercial 7,841 sq. ft. office	+70,567 sq. ft. commercial +7,841 sq. ft. office
TOTAL	Scenario #1: 0 units 26,136 sq. ft.	Scenario #1: 10 units 39,204 sq. ft.	Scenario #1: +10 units +13,068 sq. ft.
	Scenario #2**:** 26,136 sq. ft.	Scenario #2: 78,408 sq. ft.	Scenario #2: +52,272 sq. ft.

* FAR - The Floor Area Ratio (FAR) is the ratio of a building's total floor area (gross floor area) to the size of land it is built upon.

INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based on the theoretical maximum development potential under the current future land use designation versus the designation proposed. The following seven public facilities and services were examined:

1. Transportation
2. Sanitary Sewer
3. Potable Water
4. Solid Waste
5. Stormwater Drainage
6. Recreation
7. Schools

Table 5. Impact Analysis (Theoretical Maximum)

Development Variable	Current Land Use	Proposed Land Use		Net Change	
	100% Commercial (0.5 FAR)	Scenario 1 (50% Residential/ 50% Commercial)	Scenario 2 (90% Commercial/ 10% Office)	Scenario 1 (50% Residential/ 50% Commercial)	Scenario 2 (90% Commercial/ 10% Office)
Residential Units	0	10	0	+10	0
Non-residential Buildable Sq. Ft.	26,136	39,204	78,408	+13,068	+52,272
Population[1]	0	24	0	+24	0
PM Peak Hour Trips/ Daily Trips[2]	97 1,116	152 1,741	295 3,297	+55 +625	+198 +2,180
Sanitary Sewer (gallons/ day)[3]	2,614	5,520	7,841	+2,907	+5,227
Potable Water (gallons/ day)[4]	2,614	5,720	7,841	+3,107	+5,227
Solid Waste (lbs./day)[5]	261	469	784	+208	+523
Stormwater Drainage[6]	n/a	n/a	n/a	n/a	n/a
Recreation/ Open Space (acres)[7]	0	0.07	0	+0.07	0

Notes:

1. Population: 2.39 persons per household (per 2020 Census)
2. Transportation: Multi-family Apartments (220) 0.62 PM peak hour trips per unit and 6.65 daily trips per unit; Shopping Center (820) trips per 1,000 sq. ft. - 3.71 PM Peak Hour; 42.70 Average Daily; Medical Office (720) trips per 1,000 sq. ft. – 4.27 PM Peak Hour, 36.13 Average Daily; ITE Trip Generation Manual, 11th Edition
3. Sanitary Sewer: 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
4. Potable Water: 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non-residential development per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event; Drainage system will be designed to meet the requirements of the Land Development Code
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)

The proposed FLU amendment results in a net increase in the number of residential units and non-residential square footage, and impacts to public infrastructure based on the theoretical maximum analysis. However, all public facilities have adequate capacity to

accommodate the proposed amendment and anticipated development. The proposed Restated Catfish Commons MDA allows an overall maximum of 10 residential dwelling units on the two-subject property (4009 and 4084 Halifax Drive), and the commercial square footage allowed on 4084 Halifax Drive is anticipated to be ±11,000 square feet, which is significantly less than the theoretical maximum commercial square footage required to be analyzed.

As with all development, the specific site development proposal for the subject properties will be subject to concurrency regulations at the time of development, requiring adequate public facilities to be provided or to mitigate their impacts.

TRANSPORTATION

As indicated in the Impact Analysis (Table 5), there is an increase in the number of daily trips and P.M. peak hour trips from the current *Commercial* FLU designation to the proposed *Mixed Use Center* FLU designation based on the theoretical maximum analysis. Based on the ITE Trip Generation Manual, 11th Edition, the proposed FLU designation could generate a theoretical maximum of 295 P.M. peak hour trips and 3,297 daily trips.

As previously mentioned, in conjunction with the FLU amendment, a restatement of the Catfish Commons MDA is being processed by a separate application, and based on the allowed number of dwelling units and commercial square footage, the redevelopment of these two properties is anticipated to generate a slight increase in P.M. peak hour trips and daily trips above the traffic currently generated by the development on the subject properties. The proposed development will provide pedestrian connections to link to the other properties within the PCD. The property is also located along the VOTRAN bus route.

Table 6. Roadway Capacity

Road	Location	Volume	Capacity	V/C Ratio*	Remaining Capacity
Ridgewood Avenue	North of Dunlawton Ave.	25,000	39,800	0.63	37%
Ridgewood Avenue	Dunlawton Ave. to Oak Street	17,600	39,800	0.44	56%
Dunlawton Avenue	East of Ridgewood Ave.	26,500	39,800	067	33%
Dunlawton Avenue	Ridgewood Ave. to Spruce Creek Rd.	26,500	39,800	0.67	33%

* Volume/Capacity (V/C) Ratio - Volume-Demand-to-Capacity Ratio compares roadway demand (vehicle volumes) with roadway supply (carrying capacity). A V/C ratio of 1.00 indicates that the roadway is operating at capacity.
Source: 2024 Volusia County Traffic Engineering.

As with all development, the specific site development proposal for the subject property will be subject to concurrency regulations at the time of development, requiring adequate transportation facilities to be provided or to mitigate their impacts.

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed FLU amendment. The City's adopted LOS standard is 160 gallons per day per Equivalent Residential Unit

(ERU) and 1/10 gallon per square foot per day of commercial, industrial, or institutional development. Using these standards, the proposed land use would theoretically generate a maximum of 7,841 gallons per day (gpd) of wastewater. This is a net increase of 5,227 gpd in demand between the current and proposed FLU designations.

POTABLE WATER

The City has potable water capacity (well and Consumptive Use Permit) to serve the proposed FLU amendment. The City's adopted LOS standard is 180 gallons per day per ERU and 1/10 gallon per square foot per day of non-residential development. Using these standards, the proposed land use would theoretically demand a maximum of 7,841 gallons of potable water per day. This is a net increase of 5,227 gpd in demand between the current and proposed FLU designations.

SOLID WASTE COLLECTION

The landfill has the capacity to address the city's solid waste disposal needs. The City's adopted LOS standard for solid waste is 3.21 pounds per person per day and 10 lbs. per 1,000 square feet of non-residential development per day. Using this standard, the proposed FLU designation would generate approximately 784 pounds per day of solid waste based on the theoretical maximum development analysis. This is a net increase of 523 pounds of solid waste between the current and proposed FLU. The solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050

STORMWATER DRAINAGE

The proposed land use is not anticipated to impact the City's drainage system. Stormwater management in the City of Port Orange deals with quality and quantity. The stormwater drainage system for this development will be required to comply with the stormwater requirements in the City's Land Development Code and hold about 9.5 inches of rain over 24 hours. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future redevelopment of the property will be required to address stormwater retention on the property in accordance with these City standards.

RECREATION AND OPEN SPACE

There is capacity at existing park facilities to accommodate the proposed FLU amendment. The proposed FLU designation would require 0.07 acres of parkland. According to the City's 2024 Concurrency Management Report, the city has over 66 acres of parkland, so no additional parkland is needed.

SCHOOLS

Pursuant to the Volusia County School District criteria, the School Board issued a letter of exemption for a finding of adequate capacity for the proposed ten residential units in the Catfish Commons PCD, as the proposed development is below the threshold for

requiring school concurrency review. If additional dwelling units are proposed, the Volusia County School Board will require additional concurrency review.

REVIEW CRITERIA AND STAFF FINDINGS

1. *The land use proposal is consistent with the goals, objectives, and policies of the* adopted *Port Orange Comprehensive Plan*.

   Staff finding: The proposed FLU amendment is generally consistent with the City's Comprehensive Plan's pertinent Goals, Objectives, and Policies. The proposed FLU designation is compatible with adjacent parcels. Adequate capacity exists for portable water, sewer, schools, recreation, stormwater, and solid waste. As with all development, the specific site development proposals for the subject property will be subject to concurrency regulations requiring adequate public facilities to mitigate the impacts.

2. *Amendments shall not result in incompatible land use designations for adjacent parcels or a neighborhood. Compatibility shall be determined by the scale of development, intensity, density, type of use, and the juxtaposition of uses.*

   Staff finding: The proposed FLU amendment is compatible with the adjacent properties (see Tables 1 and 2). Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other.

   The subject property meets the locational criteria for a *Mixed-Use Center*, located near the intersection of two arterial roadways (Dunlawton Avenue and Ridgewood Avenue) with pedestrian access and bus service and being part of the Ridgewood/Dunlawton Community Commercial Node. The proposed amendment is consistent with the City’s Port Orange Town Center CRA Plan redevelopment goals.

   Any future development will be required to comply with all LDC requirements, including those pertaining to roadway landscape buffers and buffers and screening.

3. *An amendment shall not result in negative economic, social, or other impacts on the City of Port Orange.*

   Staff finding: All public facilities have adequate capacity to accommodate the proposed amendment, and therefore, there are no negative impacts. A detailed use-specific concurrency analysis will be conducted as part of any future development of the properties to verify that adequate public facilities are provided to mitigate impacts.

4. *Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours.*

Staff finding: The subject property is located within the Hurricane Vulnerability Zone; however, based on the theoretical maximum trip generation in Table 5 and adjacent roadway capacity in Table 6, the proposed FLU Amendment would not increase evacuation times within the Hurricane Vulnerability Zone above twelve hours.

5. *Whether the amendment discourages the proliferation of urban sprawl.*

Staff finding: The proposed amendment will not encourage sprawl. The proposed amendment will support the redevelopment of an infill property with access to existing infrastructure such as water, sewer, and roads.

PUBLIC NOTICE

On January 10, 2025, staff posted the property, notifying the public of the proposed amendment. The proposed amendment has also been advertised in the *News-Journal* pursuant to Florida Statutes. As of the time this agenda item was prepared, staff has received one (1) general inquiry regarding what was included in the proposed amendment, and there were no concerns after the discussion.

STAFF RECOMMENDATION

Staff recommends approval of the request to change the Future Land Use designation of approximately ±1.2 acres of land from *Commercial* to *Mixed-Use Center* and authorization for staff to send the amendment to the required review agencies.

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. 2025-09 – Amend the Comprehensive Plan Future Land Use (FLU) map to change the FLU designation for ±1.2 acres from *Commercial* to *Mixed-Use Center* (Case No. CPAM-24-0003)

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 law[1] 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 property owners are requesting to change the Future Land Use (FLU) map designation for ±1.2 acres at 4009 (Aunt Catfish Restaurant) and 4084 (former Maloney Funeral Home) Halifax Drive from *Commercial* to *Mixed-Use Center*. The proposed FLU amendment is being processed concurrently with the restatement of the Master Development Agreement (MDA) for the Catfish Commons Planned Commercial Development (PCD) to add 4084 Halifax Drive into the PCD and establish the framework to redevelop 4009 and 4084 Halifax Drive.

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 useful[2] (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 5/6/2025

SUBJECT: (G20) Second Reading - Ordinance No. 2025-10 - Second Restated Master Development Agreement Catfish Commons Planned Commercial Development (Case No. PRZA-24-0008)

DEPARTMENT: Community Development

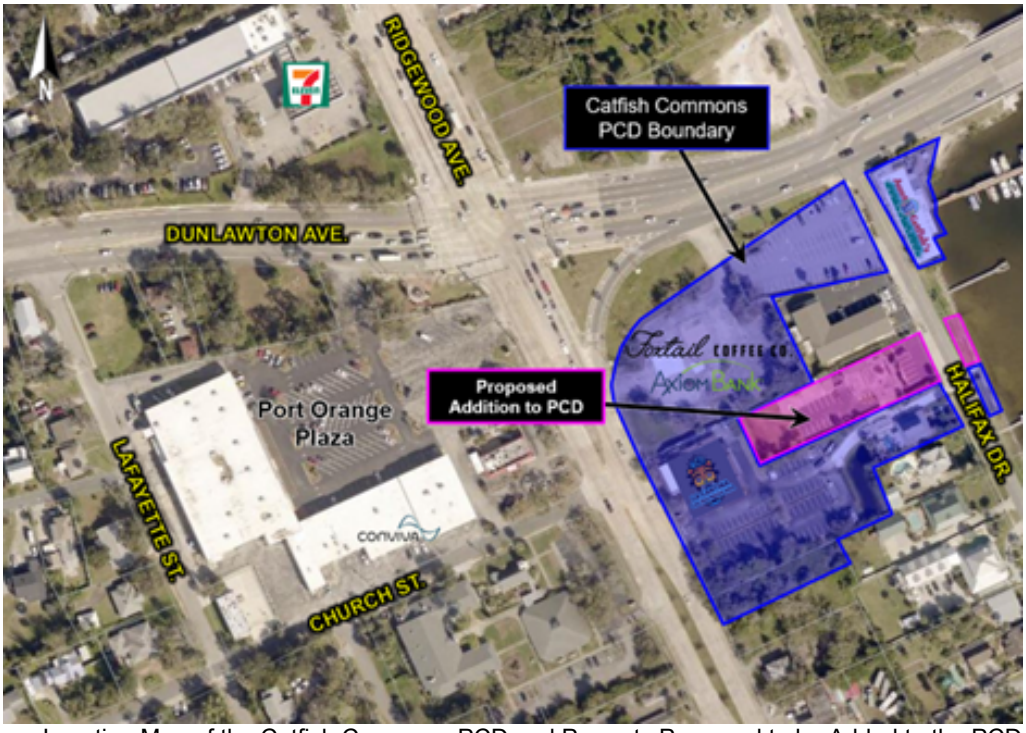
GOAL: 3 - Quality of Life, 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2025-10

SUMMARY: Planning Commission Action (2/27/25): Recommended Approval (7-0)

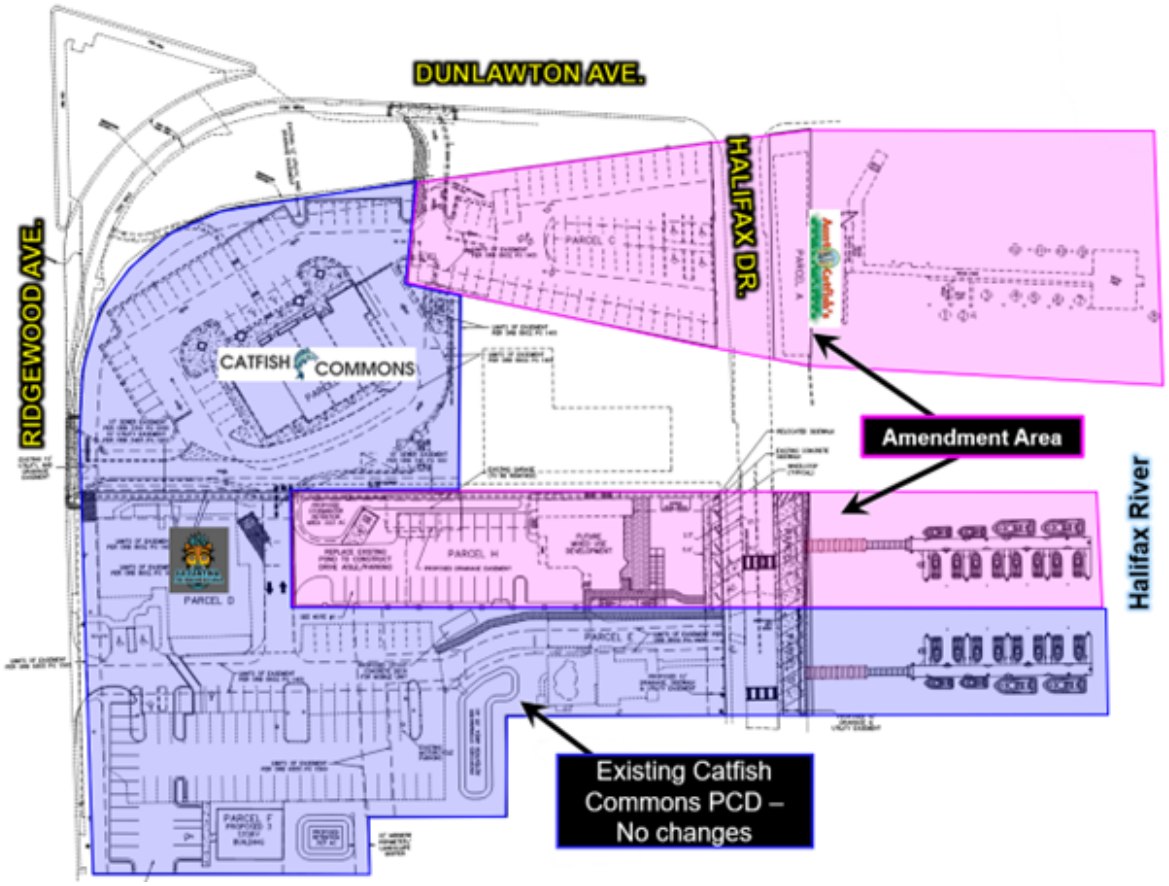
The property owners are requesting to rezone ±0.58 acres from Community Commercial (CC) to Planned Commercial Development (PCD) and add the ±0.58 acres into the existing Catfish Commons Planned Commercial Development (PCD), along with approval of the Second Restatement of the Catfish Commons PCD Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The current PCD area is ±3.4 acres. If approved, the overall area of the PCD would expand to ±4.0 acres, and the Second Restatement of the MDA would provide the framework for development within the 4-acre PCD. The proposed Second Restatement to the Catfish Commons MDA and CDP would establish the following:

1. Maintain the existing development requirements for 4106 and 4108 Halifax Drive and 4075, 4085, and 4147 Ridgewood Avenue. These properties are already within the PCD, and the proposed restatement does not change any of the requirements or allowed uses for these properties.
2. Add 4084 Halifax Drive (former Maloney Funeral Home site) into the PCD and provide the framework to redevelop the property with a mixed-use building with commercial uses on the first floor and up to eight (8) residential units above and a 12-slip marina with on-street parking along Halifax Drive; and
3. Maintain the existing development parameters for 4009 Halifax Drive (Aunt Catfish's restaurant) and allow up to two (2) residential units to be developed above the restaurant.



Location Map of the Catfish Commons PCD and Property Proposed to be Added to the PCD

The property proposed to be added to the PCD area currently has commercial zoning. Rezoning the property to PCD and approving the Second Restatement to the MDA and CDP will provide the applicants with the ability to continue to develop cohesive mixed-use development that includes both residential and commercial uses while utilizing existing infrastructure on the developed properties including buildings, parking, driveways, and utilities and provides opportunities for new development within the PCD. According to the property owners, expanding the PCD and restating the MDA and CDP is an indication of their commitment to continue to maintain and improve their property within the Port Orange Town Center CRA.



Proposed Conceptual Development Plan (CDP) for the 2nd Restatement of the Catfish Commons PCD

There are three (3) policy issues associated with the proposed Restated MDA and CDP that are further discussed in the staff report:

1. *Allow reduced side and rear building setbacks for 4084 Halifax Drive*. The applicants are requesting a 4' side building setback and 0' rear building setback. According to the applicants, the requested setbacks would apply if the existing building can be repurposed and would make it a conforming structure. If the existing building cannot be repurposed, and a new building is built, a 5' side setback would be required for a new building to allow for flexible building placement on this small infill property. The rear property line for 4084 Halifax Drive is an internal lot line within the PCD and does not abut a property outside the PCD.

2. *Allow on-street parking spaces along the east and west sides of the Halifax Drive right-of-way at4084 Halifax Drive*. The Land Development Code (LDC) does not permit parking spaces to back directly onto a right-of-way. Therefore, allowing parking spaces along Halifax Drive is a policy issue. The property owners are proposing on-street parking to serve the future marina at 4084 Halifax Drive and limited parking for the proposed mixed-use development at 4084 Halifax Drive. According to the applicants, the five (5) parking spaces along the west side of Halifax Drive have existed for over 50 years and the request is to keep the ability to have on-street parking to be used by visitors or residents of the mixed-use development. The proposed new six (6) parking spaces along the east side of Halifax Drive are intended to serve the 12-slip marina at 4084 Halifax Drive and are not anticipated to be high-turnover spaces where vehicles are continuously accessing and exiting, but rather, vehicles parking for an extended period of time.

Halifax Drive is a local, two-lane road with a posted speed limit of 25 MPH. The proposed parking spaces on both the east and west sides of Halifax Drive will be angled and accessed from the adjacent travel lane to provide drivers with better visibility when exiting the parking space, allowing them to see oncoming traffic and pedestrians more easily. In 2022, as part of the First Restatement to the Catfish Commons MDA and CDP, on-street parking spaces along the east side of the Halifax Drive right-of-way were approved for a 12-slip marina at 4108 Halifax Drive (adjacent property).

3. *Waive the 10-foot landscape buffer requirement along Halifax Drive and allow a varied width landscape buffer along the north side of 4084 Halifax Drive*. The LDC requires a 10' landscape buffer along Halifax Drive and a 5' landscape buffer along the north property line. The applicants are requesting to waive the 10' landscape buffer along Halifax Drive to allow the on-street parking requested in Policy Issue #2 and the development of an entertainment area for commercial uses in the mixed-use building that may include a covered deck, a game yard, and a mobile food truck. The applicants also request a varied-width buffer along the north property line ranging from 4 feet to 5 feet wide to maintain existing site improvements. The applicants are proposing to provide the required number of landscape plantings for a 5-foot landscape buffer within the proposed buffer area and foundation plantings along the front facade of the building.

There are no changes to the previously approved language in the MDA that allow for the waiver of all city development review application submittal, site inspection, building permit, building inspection, and fees for future Comprehensive Plan Amendments, MDA Amendments, and all development-related applications within Catfish Commons PCD, excluding impact fees, water and sewer development fees, and stormwater special assessment fees for 5 years from the recording date for the latest MDA. Restating the MDA will extend the fee waiver until 2030 for development applications and building permits in the PCD.

A Future Land Use (FLU) Amendment (Case No. CPAM-24-0003) is being processed concurrently with the rezoning application to change the FLU designation at 4009 and 4084 Halifax Drive from *Commercial* to *Mixed-Use Center* to allow for the proposed development of these properties as described in the Second Restatement to the Catfish Commons MDA and CDP. The PCD is compatible with the FLU designation for the properties in the PCD.

The Staff Report is attached for more information.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2025-10 w exhibits	Ordinance No. 2025-10 w exhibits.pdf
2.	STAFF REPORT	STAFF REPORT .pdf
3.	Business Impact Estimate - ORD 2025-10 - PRZA-24-0008	Business Impact Estimate - ORD 2025-10 - PRZA-24-0008.docx

Penelope Cruz	Created/Initiated - 4/10/2025
Amanda Bonin	Final Approval - 4/16/2025

ORDINANCE NO. 2025-10

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY ±0.58 ACRES FROM COMMUNITY COMMERCIAL (CC) TO CATFISH COMMONS PLANNED COMMERCIAL DEVELOPMENT (PCD); APPROVING THE SECOND RESTATED MASTER DEVELOPMENT AGREEMENT CATFISH COMMONS PLANNNED COMMERICAL DEVELOPMENT (MDA) AND CONCEPTUAL DEVELOPMENT PLAN (CDP); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner has requested the rezoning of the property consisting of approximately ±0.58 acres being identified as Parcel 6341-04-05-0010, from Community Commercial (CC) to Catfish Commons Planned Commercial Development (PCD); and

WHEREAS, the City and Developer desire to enter into the Second Re-stated Master Development Agreement Catfish Commons Planned Commercial Development (“MDA”) and

WHEREAS, Developer submitted a request to the Planning Commission to approve the MDA and CDP for the Second Re-stated Master Development Agreement Catfish Commons Planned Commercial Development; and

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

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed the Second Re-stated Master Development Agreement Catfish Commons Planned Commercial Development (“MDA”) and Conceptual Development Plan (“CDP”); and

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

Section 1. The City Council of the City of Port Orange does hereby rezone the property consisting of ±0.58 acres being identified as Parcel 6341-04-05-0010, from Community Commercial (CC) to Catfish Commons Planned Commercial Development (PCD), generally located on the south of Dunlawton Avenue, east of Ridgewood Avenue, more particularly described in **Exhibit "1"**, attached hereto.

Section 2. The City Council of the City of Port Orange does hereby approve, authorize, and direct the revision of the City's Official Zoning Atlas classification as shown on **Exhibit "2"** attached hereto.

Section 3. The City Council of the City of Port Orange does hereby approve the Second Re-stated Master Development Agreement Catfish Commons Planned Commercial Development ("MDA") and Conceptual Development Plan ("CDP") for a ±4.0-acre site, attached hereto as **Exhibit "3"**.

Section 4. The Mayor and City Clerk are hereby authorized to execute said Second Re-stated Master Development Agreement Catfish Commons Planned Commercial Development ("MDA") on behalf of the City of Port Orange.

Section 5. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such

conflict.

Section 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 7. This ordinance shall become effective coincident with the effective date of Ordinance No. 2025-09.

_____
MAYOR SCOTT STILTNER

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2025

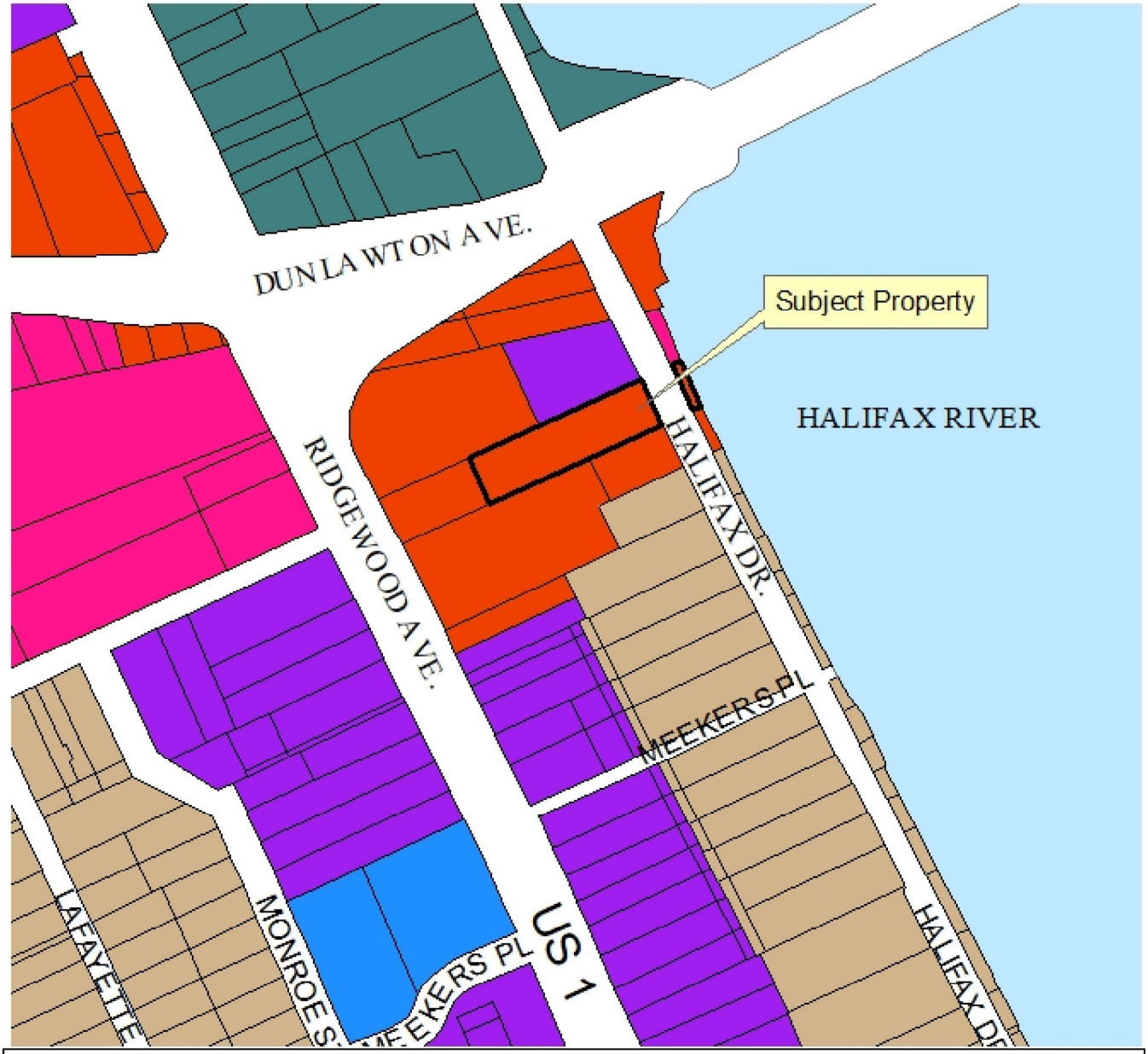
Passed and adopted on second and final reading on the day of _____,2025

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

EXHIBIT “1”

Lot 5A, except the Westerly 150 feet thereof, and the Northerly 5 feet of Lot 5B, except the Westerly 150 feet thereof, of Assessors Subdivision of the Elizabeth Bunch Grant, Port Orange, according to the map or plat thereof as recorded in Map Book 3, Page 128, of the Public Records of Volusia County, Florida. LESS AND EXCEPT right-of-way for Halifax Drive.

EXHIBIT "2"



Legend

- Community Commercial
- Government/Public Use
- Neighborhood Preservation
- Planned Commercial Development
- Planned Community-PO Riverwalk
- Ridgewood Development

CITY OF PORT ORANGE 1867 FLORIDA

Zoning

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S

EXHIBIT "3"

SECOND RE-STATED MASTER DEVELOPMENT AGREEMENT CATFISH COMMONS PLANNED COMMERCIAL DEVELOPMENT

THIS SECOND RE-STATED MASTER DEVELOPMENT AGREEMENT CATFISH COMMONS PLANNED COMMERCIAL DEVELOPMENT ("MDA") is entered into between the City of Port Orange, a Florida municipal corporation, having a mailing address of 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter the "City"); and Brendan and Shannon Galbreath (husband and wife), having a mailing address of 4190 Halifax Drive, Port Orange, Florida 32127; and Commons 4075, LLC having a mailing address of 4190 Halifax Drive, Port Orange, Florida 32127 and Halifax 4084, LLC having a mailing address of 4190 Halifax Drive, Port Orange, Florida 32127 (the "Owner & Developer"), who hereby agree and covenant and bind their successors and assigns as follows:

WHEREAS, The City and Owner & Developer have previously entered into a Master Development Agreement for Catfish Commons Planned Commercial Development recorded in Official Record Book 6784, Page 970 ("Original MDA") as amended by the First Amendment to the Master Development Agreement for Catfish Commons Planned Commercial Development recorded in the Official Record Book 7684, Page 3350 ("First Amendment") as restated with a Re-Stated Master Development Agreement for Catfish Commons Planned Commercial Development recorded in Official Record Book 8278, Page 3843 (Restated MDA"), as amended by the First Amendment to the Restated Master Development Agreement for Catfish Commons Planned Commercial Development recorded in Official Record Book 8583, Page 4586 ("First Amendment to Restated MDA") all in Public Records, Volusia County, Florida; and

WHEREAS, the Parties hereto intend for this Second Re-stated Master Development Agreement Catfish Commons Planned Commercial Development to be an amendment to and restatement of, and shall supersede and replace the Original MDA, the First Amendment, the Restated MDA, and the First Amendment to Restated MDA .

NOW, THEREFORE, the City and Owner & Developer do hereby agree as follows:

1. **THE PROPERTY**
   The property that is subject to this Agreement consists of approximately 3.98 acres of real property located at 4009 Halifax Drive (Parcels 6303-11-01-0022 and 6303-11-01-0030) Parcels A and C, 4075 Ridgewood Avenue (Parcel 6303-11-01-0012) Parcel B, 4085 Ridgewood Avenue (Parcel 6341-04-05-0020) Parcel D , 4106 and 4108 Halifax Drive (Parcel 6341-04-05-0050) Parcels E and G, 4147 Ridgewood Avenue (Parcel 6341-04-03-0010) Parcel F, and 4084 Halifax Dr. (6314-04-05-0010) Parcel H, all within the municipal limits of the City of Port Orange and described on Exhibit "A", which is attached hereto and by reference made a part hereof (the "Property").

2. **CONFORMANCE WITH COMPREHENSIVE PLAN**
   The City has determined that the Property is suitable in size, location and character for the uses proposed, that the uses proposed meet the needs of the City, and that the uses proposed are consistent with the City's Comprehensive Plan as of the date of adoption of this Agreement enacting the zoning provided herein.

3. **DEVELOPMENT**
   The Property shall generally be developed as a multi-tenant commercial and office project, with a long term residential component, short term "vacation rental" residential component, event venue and boat slips for rent to motorized boats and other water based activities, subject to permitting and compliance with the City's Land Development Code and the Volusia County Manatee Protection Plan, except where specifically deviated from in this PCD, as depicted on the Conceptual Development Plan ("CDP") prepared by Parker Mynchenburg and Associates, which is attached hereto and incorporated herein as Exhibit "B" and as more particularly described below.

4. **DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN**
   A. Development of the Property shall be controlled by the terms and conditions of this Master

Development Agreement (the "Agreement") and the CDP, which is attached hereto and incorporated herein as Exhibit "B". The CDP generally depicts the planned layout of improvements to the Property. Collectively, this Agreement and the CDP for the Property may be referred to as the "Plan". In case of conflict between any textual provision of this Agreement and the CDP, the textual provision of this Agreement shall control. If the Agreement is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the CDP. Except as otherwise provided in this Agreement, in the event of a conflict between the terms and provisions of the Plan and the City's ordinances, the requirements of the City's ordinances shall control. If the Plan fails to address a particular subject or requirement, the requirements of the applicable City ordnance(s) as defined by the Land Development Code of the City of Port Orange, Florida ("LDC"), shall control.

B. The parties acknowledge that compliance with the environmental preservation requirements of the LDC may necessitate modifications of the CDP. In the event modifications to comply with the LDC are required, and modifications to the CDP are not in conflict with the textual provisions of this Agreement and LDC requirements are not superseded by this Agreement, the modifications shall be deemed "minor" and may be approved without formal amendment of this Agreement. Minor modifications shall require the written approval by the Administrative Official, who is defined in the LDC. If the Owner & Developer is not satisfied with the suggested resolution or the decision of the City Administrative Official categorizing the modifications as minor or major, the Owner & Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council.

C. An administrative variance from the dimensional requirements in this MDA may be granted when such variance would be equal to or less than ten percent of the required dimension, when deemed appropriate by the Administrative Official, who is defined in the LDC. Application for administrative variances from the dimensional requirements shall be made on the appropriate forms provided by the Community Development Department for that purpose.

5. PERMITTED USES

A. 4009 Halifax Drive (6303-11-01-0022 and 6303-11-01-0030) Parcels A and C
Uses allowed within the Mixed Use Center ("MXU") zoning district and 2 Residential Units (Long Term or Short Term) shall be permitted.

B. 4075 Ridgewood Avenue (Parcel 6303-11-01-0012) Parcel B
Uses allowed within the Ridgewood Development ("RD") zoning district shall be permitted, along with one restaurant/food service with a drive thru.

C. 4085 Ridgewood Avenue (Parcel 6341-04-05-0020) Parcel D
Uses allowed within the Mixed Use Center ("MXU") zoning district, bike and run race staging (Special Events would need approval per the Code of Ordinances) and Mobile Commercial (for commercial uses as identified in the Mixed Use Center ("MXU") zoning district, see Exhibit "C") shall be permitted.

D. 4147 Ridgewood Avenue (Parcel 6341-04-03-0010) Parcel F
Uses allowed within the Mixed Use Center ("MXU") zoning district shall be permitted, with a maximum of 4 residential units.

E. 4106 Halifax Drive (above drive thru feature) (Parcel 6341-04-05-0050) Parcel E
One residential rental unit with no minimum or maximum rental time period to be occupied only by the business owner or manager of a business located within the PCD Property.

F. 4108 Halifax Drive (Parcel 6341-04-05-0050) Parcel E and G
The square-footage for uses within this structure is limited to the 1st floor until all the properties located on Halifax Drive, between 4108 Halifax Dr. and Meeker Place have been rezoned to a commercial or mixed-use zoning district*

- Single family residence**
- Restaurant – No Drive-thru

- Ice cream shop
- Retail
- Professional and medical office
- Bed and breakfast inn
- 12 slip Marina for Motorized watercraft slip rental and water related activities***

G. 4084 Halifax Drive (Parcel 6341-04-05-0010) Parcel H and I

- Uses allowed within the Mixed Use Center ("MXU") zoning district
- 8 Residential Units (Long Term or Short Term)
- 12 slip Marina for Motorized watercraft slip rental and water related activities***
- Event Venue
- Mobile Commercial (for all commercial uses as identified in the Mixed Use Center ("MXU") zoning district, see Exhibit "C")

* The existing single-family dwelling at 4108 Halifax Dr. is a non-confirming use and will be subject to the provisions regarding non-conforming uses and structure outline in Chapter 3 of the LDC.

** Special owner-occupancy provisions. The City shall permit given business owners/managers to reside in a dwelling unit which is set within the principal (business establishment) structure, provided these establishments comply with all other requirements of the LDC and adopted building and fire codes.

*** Marina dock will be allowed to extend more than 100ft from the Halifax Drive bulkhead subject to the Volusia County Manatee Protection Plan and Florida Department of Environmental Protection permitting.

6. DIMENSIONAL REQUIREMENTS

Maximum Building Coverage of Total PCD Area: 35%
Minimum Open Space of Total PCD Area: 30%
Maximum Floor Area Ratio (FAR) of Total PCD: 1.0
Minimum Building Setbacks, Maximum Building Heights, and Drive Aisle Widths:

4009 Halifax Drive (Parcels 6303-11-01-0022 and 6303-11-01-0030) Parcels A and C
Dunlawton Avenue -0' **
East of Halifax Drive -0' **
West of Halifax Drive -0' **
Side -0' **
Maximum Height -45'

4075 Ridgewood Avenue (Parcel 6303-11-01-0012) Parcel B
Ridgewood Avenue -12'
Dunlawton Avenue -20'
Rear -10'
Side -10'
Maximum Height -45'

4085 Ridgewood Avenue (Parcel 6341-04-05-0020) Parcel D
Ridgewood Avenue -10'
Rear -10'
Side -10'
Maximum Height -45'

4147 Ridgewood Avenue (Parcel 6341-04-03-0010) Parcel F
Ridgewood Avenue -
12' Rear – 10'***
South Side -10'
North Side - 0'

Maximum Height -45’

4106/4108 Halifax Drive (Parcel 6341-04-05-0050) Parcels E and G
West of Halifax Dr – 40’*
East of Halifax Dr – 0’
North side of Entry Feature - 2.5’
South Side -5’***
Rear -10’ ***
Rear of Entry Feature - 8’
Maximum Height - 35’
Driveway Setback - 5’
Marina Pier Access – 15’ from side property lines
One Way Driveway Width - 10’

4084 Halifax Drive (Parcel 6341-04-05-0010) Parcel H and I
West of Halifax Dr – 20’
East of Halifax Dr – 0’
North Side - 5’ for new construction and 4’ for existing structures
South Side - 0’
Rear -0’
Maximum Height - 45’
Marina Pier Access – 15’ from side property lines
(See Exhibit “H” for reference)

*Setback may be reduced to 10’ once all the properties located on Halifax Drive, between Dunlawton Avenue and Meeker Place have been rezoned to commercial or mixed-use zoning district
**Setback takes into account the 4009 Halifax Drive existing building location and is designed to allow that as well as the parking lot at 4009 Halifax Drive to remain in its current location without change
***Commercial building rear setbacks adjoining residential zoning shall be equal to or greater than the building height
****Parcels D and F are proposed to be combined via Unity of Title or lot combination. The internal lot line will be eliminated and the proposed building on Parcel F may encroach onto Parcel D

7. MAINTENANCE OF COMMON AREAS AND AMENITIES

The owner of parcel 6303-11-01-0022, their successors and assigns shall be jointly and severally responsible for the maintenance of the common facilities of the Property. A declaration of covenants and restrictions addressing the obligations and rights of all the Property subject to this MDA shall be required at the time of site plan submittal.

8. LANDSCAPE BUFFER AND OPAQUE SCREENING

4009 Halifax Drive (Parcels 6303-11-01-0022 and 6303-11-01-0030)
Dunlawton Avenue -0’*
East of Halifax Drive -0’*
West of Halifax Drive -0’*
Rear -0’*
Side -0’*

4075 Ridgewood Avenue (Parcel 6303-11-01-0012)
Ridgewood Avenue -10’
Dunlawton Avenue -3’
Rear -5’
Side -1’ minimum, average of 5’

4085 Ridgewood Avenue (Parcel 6341-04-05-0020)
Ridgewood Avenue -10'
Rear -5'
Side -5'

4147 Ridgewood Avenue (Parcel 6341-04-03-0010)
Ridgewood Avenue -10'
Rear -10'
Side -5'

4106/4108 Halifax Drive (Parcel 6341-04-05-0050)
West of Halifax Dr - 10'
East of Halifax Dr - 0'
Rear - 0'
North Side - 2.5'
South Side -5'

4084 Halifax Drive (Parcel 6341-04-05-0010)
West of Halifax Dr - 0'
East of Halifax Dr - 0'
Rear - 0'
North Side - 5' for new construction and 0' for existing structures
South Side - 0'

*Landscape buffer takes into account the 4009 Halifax Drive existing building location and is designed to allow that as well as the parking lot at 4009 Halifax Drive to remain in its current location without change
**Two (2) palm trees can be substituted for every one (1) required shade tree within the buffer to satisfy minimum buffer planting requirements.
***A minimum six-foot (6') opaque fence or wall is to be installed on south side of the 4108 Halifax Drive property when or if the property is converted into a non-residential use that abuts a residential zoning district. General location of the fence or wall is shown on the CDP.
****Landscape buffers may be reduced to 0' along internal PCD property lines.
*****Vehicle Use Area Landscaped Islands will be permitted to be 5% of all properties

9. ARCHITECTURAL/DESIGN STANDARDS

A. All buildings and accessory structures in the PCD area shall be developed in compliance with the terms of Chapter 14 of the LDC as to architectural requirements.
B. If the structure at 4108 Halifax Drive is demolished or expanded, the architectural design of the new or expanded commercial structure must be consistent with the architectural design of the structures located on Halifax Drive, south 4108 Halifax Drive. The architectural design requirement for 4108 Halifax will defer back to Chapter 14 of the LDC upon all the properties located on Halifax Drive, between 4108 Halifax Dr. and Meeker Place being rezoned to a commercial or mixed-use zoning district.

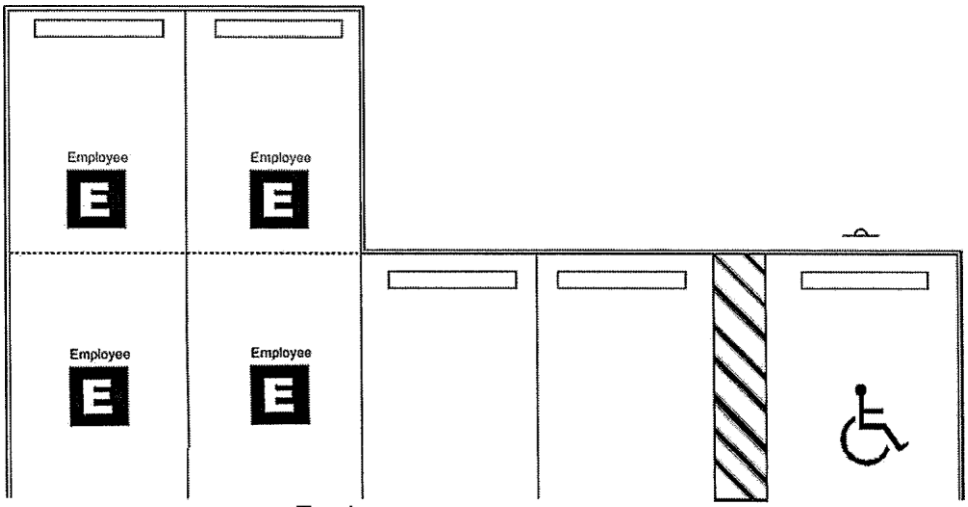
10. PARKING AND ACCESS

Per provided Catfish Commons Shared Parking Allocation in "Exhibit D", all parking is considered common and shared throughout the entire Catfish Commons PCD, regardless of the address it is constructed on.

A. Parking spaces will be permitted to be 9' wide and 19' deep.
B. Minimum number of off-street parking will be provided as required by Exhibit D.
C. Per Case No., (11-70000002), 4085 Ridgewood Avenue provides 29 "off-site" parking spaces for 4009 Halifax Drive.
D. The minimum 10ft wide one-way driveway shown on the CDP is for circulation of traffic from 4108 Halifax Drive west to the parking lot at 4085 Ridgewood Avenue. Eastbound vehicular traffic is not

permitted onto Halifax Drive.

E. 4106 Halifax Drive residential unit parking ratio shall be 1 space for 1 unit.
F. 4085 Ridgewood Avenue and 4084 Halifax Drive Mobile Commercial parking ratio shall be 3 spaces for 1 unit.
G. 4009 Halifax Drive parking lot layout, space size and drive aisle size, dimensions and locations are considered existing non-conforming as shown on the CDP and shall be permitted to remain as is including but not limited to existing 10' one way drive aisle widths and existing 8.5" wide parking spaces.
H. Riverfront Parking spaces at 4084 and 4108 Halifax Drive east of Halifax Drive for the Marina and the Parking Spaces on the West edge of Halifax Drive on 4084 Halifax Drive are permitted to back out onto Halifax Drive provided they are angled at a minimum of 60 degrees. (Exhibit "I")
I. Parking spaces for mixed-use development at 4084 Halifax Drive are permitted to back out onto Halifax Drive provided they are angled at a minimum of 60 degrees and that the existing 4-foot wide public sidewalk is re-routed to the west side of the subject spaces as a public access 5-6 foot wide sidewalk (to be determined at site plan review). The subject space may also encroach into the portion of the Halifax Drive right-of- way, outside of the drive lanes, currently developed with a continuous concrete apron, subject to approval of a License Agreement.
J. 4085 Ridgewood Avenue new two-way drive aisle width with no parking backing into it running north/south directly on the east edge of the building structure shall be permitted to be 20' wide.
K. 4085 Ridgewood Avenue existing two-way drive aisle width with no parking backing into it on the east end of the parking lot between eastern most parking spaces and retention pond shall be permitted to be 16' wide.
L. Tandem parking spaces: The spaces shall be reserved for use by employees. Such spaces shall be identified or designated for employee parking through the use of signage or pavement markings. Dimensions for tandem parking spaces are the same as required for standard parking spaces in this MDA.



Tandem spaces

M. Landscape Curb will be permitted to angle into parking spaces that are located directly in front of the building on 4075 Ridgewood Avenue parcel only, to expand and enhance the landscape beds as shown for example in Exhibit "F". Parking spaces will have to meet ADA Code.
N. Overall Parking provided for all properties located within the Catfish Commons PCD falls under the Land Development Code Chapter 12, Section 4, item d (3) Reduction for mixed or joint use of parking spaces.
O. Any Dock within the Catfish Commons PCD area will be permitted to be a Water Taxi Docking location.

11. **DOCK / WATER ACCESS**

The properties at 4108 Halifax Drive (Parcel 6341-04-05-0050, Parcels E and G) and 4084 Halifax Drive (Parcel 6341-04-05-0010, Parcel H and I) shall be permitted to have a total of 24 boat slips for

rent to the public. The dock may be floating or stationary and constructed out of wood, composite material or cement and will be allowed to extend more than 100ft from the Halifax Drive bulkhead subject to the Volusia County Manatee Protection Plan and Florida Department of Environmental Protection permitting and as otherwise required by any other applicable local, state and federal laws. The slips may be rented to both motorized and non-motorized vessels at the owner/operator's discretion. The sale of gas and overnight live-aboard vessels shall be prohibited. The rental of motorized and non-motorized vessels to the public shall be a permitted use. Additionally, the dock may be used as an access point in and out of the water for any special event permitted on the property. Twelve (12) parking spaces shall be permitted east of Halifax Drive to support the Marinas.

12. **ROAD & ACCESS WAYS**

All roadways, drives, sidewalks, pathways, bike paths, and walkways providing access within and throughout the Property shall be private and privately maintained in accordance with declaration of covenants and restrictions recorded in the public records by the Owner & Developer.

13. PUBLIC UTILITIES AND STORMWATER MANAGEMENT

A. Public utilities shall be designed to meet the City's specifications and requirements of the LDC and City Standard Construction Details.

B. Stormwater shall be retained as generally depicted on the CDP. The Owner & Developer shall comply with the LDC, City Standard Construction Details and the rules and regulations of the St. John's River Water Management District concerning storm water drainage. The Owner & Developer shall provide all required easements to the City over the proposed retention area and related stormwater structures.

C. There are existing structures that are nonconforming structures, as defined in the LDC prior to being rezoned into the subject PCD, which encroach over existing stormwater pipes and the area where a drainage easement is to be established pursuant to the LDC. These nonconforming structures, may remain in their current location as generally shown on the CDP; however, with the application for site plan approvals, the Owner & Developer shall be required to provide a drainage easement or document similar thereto, to include language substantially similar to the following:

"Grantee agrees that in the event the nonconforming structure is destroyed, damaged or repairs exceed the limits set forth in Ch. 3, Art. II, Section 8, LDC, the nonconforming structure shall not be re-installed or re-constructed in the location of the encroachment, pursuant to Ch. 3, Art. II, Section 8, LDC."

14. SIGNAGE

The signage for the PCD properties shall be in compliance with the terms of Chapter 15 of the LDC with the following exceptions:

A. The tenant at 4009 Halifax Dr shall be permitted to have a sign panel on the monument sign at 4075 Ridgewood Avenue and 4085 Ridgewood Avenue. The multi-tenant monument signs at 4075 Ridgewood Avenue and 4085 Ridgewood Avenue may have a maximum sign area not to exceed 84 square feet.

B. A Commemorative Sign (not to exceed 64 sq ft) located on the building at 4075 Ridgewood Avenue shall be permitted separate from the allowable square footage for wall signs on that building. The commemorative signage will not count towards the maximum wall sign area allowed for the building and will be similar to the signage depicted on Exhibit "G".

C. The following signage is allowed for the property at 4108 Halifax Drive: 1 (one) "post" sign (see Exhibit "E" for example)
    i. Max Height: 6'
    ii. Max Sign Area: 24 SF

D. Externally illuminated or non-illuminated wall signage shall be permitted when or if the existing single-family residence at 4108 Halifax Dr. is converted to a commercial use. The colors and material shall compliment and coordinate with the appearance of the structure. Maximum sign height and area as allowed by Chapter 15 of the LDC for an individual commercial use.

E. Off-site signage on parcels within the PCD area is allowed for any business within the PCD. Signage shall otherwise be permitted as per the requirements in the LDC for directional signage.
F. A Mural located on the buildings at 4075 Ridgewood Avenue and 4084 Halifax Drive shall be permitted separate from the allowable square footage for wall signs on each of those buildings. The Murals will not count towards the maximum wall sign area allowed for the buildings and will be similar to the signage depicted on Exhibit "H".

15. PHASING

The PCD Property can be re-developed in multi-phases or as a single phase as shown on the CDP. The phases can be developed in any order.

- 4085 Ridgewood Avenue Mobile Commercial
- 4075 Ridgewood Avenue multi-tenant building and associated parking improvements
- 4108 Halifax Drive Single Family Dwelling conversion to commercial
- 4147 Ridgewood Avenue 3 story building and associated parking improvements
- 4108 Halifax Drive 12 slip Marina and associated parking improvements
- 4084 Halifax Drive Mixed Use Center and associated parking improvements
- 4084 Halifax Drive 12 slip Marina and associated parking improvements
- 4084 Halifax Drive Mobile Commercial
- 4084 Residential units and associated parking improvements
- 4009 Halifax Drive Long Term or Short Term Residential Units

16. ENVIRONMENTAL CONSIDERATIONS

A. Owner & Developer shall comply with all rules, statues, laws and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Fish and Wildlife Commission. Compliance with the City Environmental Preservation Code may necessitate modification of the CDP.

17. EFFECTIVE DATE AND EXPIRATION

A. This Agreement shall be effective upon recording by the City at the Owner & Developer's expense in the public records of Volusia County, Florida not later than thirty (30) days from the date the City Council approves the re-zoning. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of the City's actions as zoning authority or until this Agreement expires.
B. Development of the Catfish Commons PCD shall commence within five (5) years from the date of executions of this Agreement. The term "Development" shall be defined by the LDC.

18. AMENDMENTS

A. Amendments to this Agreement, other than minor modifications to the CDP as referred to in Section 3 of this Agreement, shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied, and the City.
B. Before amending this Agreement, the City shall conduct one or more public hearings. At the City's option, one of the public hearings may be held by the Planning Commission.
    1. Notice of intent to consider an amendment to this Agreement shall be published by the City, at the Owners cost, in a newspaper of general circulation and readership in Volusia County, Florida.
    2. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes, as amended from time to time.
    3. The day, time, and place at which the second public hearing shall take place shall be announced at the first public hearing.
    4. The notices required above shall specify the location of the PCD Property, the location of that portion of the PCD Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:
        i. Changes permitted, conditional, and/or prohibited uses proposed.
        ii. Changes in building intensities and/or height proposed.
    5. All notices shall specify a place where a copy of the proposed amendment can be obtained.

19. CONFORMANCE WITH LAWS

A. The Owner & Developer agrees:

1. To develop the Property according to all regulations of the City to the extent those regulations are not inconsistent with the Plan for the Property.
2. To be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

20. ENFORCEABILITY

If any provision of this agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

21. PRIOR AGREEMENTS

This Agreement represents the complete understanding by and between the parties with respect to the development and continued use of the subject PCD Property. This Agreement shall be an amendment to and restatement of, and shall supersede and replace the Original MDA and First Amendment. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and suspended by this Agreement. Any amendment to this Agreement shall be in writing and signed by the City and the Owner(s).

22. POLICE POWER

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of the attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

23. WAIVER OF FUTURE CITY FEES

Any and all city development review application submittal, site inspection, building permit, building inspection, and approval fees for future Comprehensive Plan Amendments, MDA Amendments, and all development related applications within Catfish Commons PCD excluding impact fees and stormwater special assessment fee are hereby waived for a period of 5 years from the recording date of this Second Re-stated Master Development Agreement Catfish Commons Planned Commercial Development.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Restated Catfish Commons Planned Commercial Development Master Development Agreement, by and through their duly authorized representatives, on the respective dates below.

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
a Chartered Municipal Corporation

_____
Name: _____

Name: _____

Name: _____

Name: _____

By: _____
Scott Stiltner, Mayor

Date: _____

Attest: _____
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 _____, 2025 by Scott Stiltner, as Mayor and Robin L. Fenwick, as City Clerk, both of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that he is duly authorized to execute the foregoing agreement on behalf of the city. He is personally known to me.

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

WITNESSES:

BRENDAN AND SHANNON GALBREATH,
Property owners

Name: _____

Name: _____

By: _____
Brendan Galbreath, Property Owner

Date: _____

Name: _____

Name: _____

By: _____
Shannon Galbreath, Property Owner

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of [_] physical presence or [_] online notarization, this __ day of _____, 2025 by Brendan and Shannon Galbreath property owners, who are [ ] personally known to me or [ ] who have produced _____ as identification and who did not take an oath.

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

WITNESSES:

COMMONS 4075 LLC,
Property owner
By: _____
Brendan Galbreath, Member,
Commons 4075 LLC,

_____
Name: _____

Name: _____

Date: _____

By: _____
Shannon Galbreath, Member,
Commons 4075 LLC,

_____
Name: _____

Name: _____

Date: _____

Eric Gaffka Revocable Living Trust dated
December 1, 1999
By: _____
Eric Gaffka, Trustee,
Member, Commons 4075 LLC,
Date: _____

_____
Name: _____

Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of [_] physical presence or [_] online notarization, this ____ day of _____, 2025 by Brendan and Shannon Galbreath, property owners, who are [ ] personally known to me or [ ] who have produced _____ as identification and who did not take an oath.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of [_] physical presence or [_] online notarization, this ____ day of _____, 2025 by Eric Gaffka, Trustee, who are [ ] personally known to me or [ ] who have produced _____ as identification and who did not take an oath.

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

WITNESSES:

HALIFAX 4084 LLC,
Property owner
By: _____
Brendan Galbreath, Member,
Halifax 4084 LLC,

_____
Name: _____

Name: _____

Date: _____

_____
Name: _____

By: _____
Shannon Galbreath, Member,
Halifax 4084 LLC,

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 _____, 2025 by Brendan and Shannon Galbreath, property owners, who are [ ] personally known to me or [ ] who have produced _____ as identification and who did not take an oath.

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

Exhibit “A”

Legal Description

6 Parcels Combined West of Halifax Drive

ALL OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6250 PAGE 4505,

ALL OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 8057 PAGE 4666,

ALL OF OFFICIAL RECORDS BOOK 6928 PAGE 1511, LYING WESTERLY OF THE WEST RIGHT OF WAY LINE OF HALIFAX DRIVE,

ALL OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6598 PAGE 1462,

ALL OF OFFICIAL RECORDS BOOK 6598 PAGE 1462,

AND ALL OF OFFICIAL RECORDS BOOK 7781, PAGE 4878, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID OFFICIAL RECORDS BOOK 6250 PAGE 4505, THENCE, THE FOLLOWING:

THENCE S 26°05’26” E A DISTANCE OF 142.22 FEET;

THENCE S 76°48’21” W A DISTANCE OF 181.53 FEET;

THENCE S 24°27’17” E A DISTANCE OF 137.06 FEET;

THENCE N 65°14’09” E A DISTANCE OF 180.91 FEET;

THENCE S 26°20’47” E A DISTANCE OF 154.91 FEET;

THENCE S 65°18’12” W A DISTANCE OF 152.63 FEET;

THENCE S 25°41’50” E A DISTANCE OF 70.23 FEET;

THENCE S 65°14’55” W A DISTANCE OF 96.58 FEET;

THENCE S 26°19’51” E A DISTANCE OF 39.95 FEET;

THENCE S 65°25’49” W A DISTANCE OF 191.93 FEET;

THENCE ALONG A NON-TANGENT CURVE CONCAVE SOUTHEAST, HAVING AN ARC LENGTH OF 44.55 FEET, A RADIUS OF 11509.20 FEET, A DELTA ANGLE OF 00°13’18”, AND A CHORD BEARING OF N 26° 30’15” W, CHORD LENGTH OF 44.55 FEET,

THENCE N 26°36’54” W A DISTANCE OF 254.92 FEET;

THENCE N 21°45’31” W A DISTANCE OF 38.26 FEET;

THENCE ALONG A NON-TANGENT CURVE CONCAVE SOUTHEAST, HAVING AN ARC LENGTH OF 178.87 FEET, A RADIUS OF 134.30 FEET, A DELTA ANGLE OF 76°18’37”, AND A CHORD BEARING OF N 16°26’05” E, CHORD LENGTH OF 165.94 FEET,

THENCE N 57°26’23” E A DISTANCE OF 124.09 FEET;

THENCE N 57°29’48” E A DISTANCE OF 206.21 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 166,137 SQUARE FEET, 3.81 ACRES

4084 and 4108 Halifax Drive Upland Parcels East of Halifax Drive

All OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 6928, PAGE 1511, AND OFFICIAL BOOK 8335, PAGE 4257, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EASTERLY OF HALIFAX DRIVE, A 40 FOOT WIDE ROAD PER DEEDS, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTH LINE OF SAID OFFICIAL RECORD BOOK 6928, PAGE 1511, AND THE EASTERLY LINE OF SAID HALIFAX DRIVE;

THENCE N 26’20’47” W ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 79.93 FEET;

THENCE ALONG NORTH LINE OF SAID OFFICIAL RECORD BOOK 8335, PAGE 4257, N 65’14’09” E, A DISTANCE OF 21.52 FEET TO AN INTERSECTION WITH THE EAST FACE OF AN EXISTING CONCRETE SEAWALL;

THENCE THE NEXT THREE COURSES ALONG SAID EAST FACE OF CONCRETE SEAWALL:
1) THENCE S 23’45’20” E A DISTANCE OF 79.92 FEET;
2) THENCE S 65’15’37” W A DISTANCE OF 4.93 FEET
3) THENCE S 25’24’07” E A DISTANCE OF 75.01 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 6928, PAGE 1511

THENCE S 65’18’12” W ALONG SAID SOUTH LINE OF OFFICIAL RECORDS BOOK 6928, PAGE 1511, A DISTANCE OF 11.74 FEET TO AN INTERSECTION WITH SAID EAST LINE OF HALIFAX DRIVE ;

THENCE N 26’20’47” W ALONG SAID EAST LINE OF HALIFAX DRIVE, A DISTANCE OF 75.03 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 2,505 SQUARE FEET, 0.06 ACRES

4009 Halifax Drive Upland Parcel East of Halifax Drive

A PORTION OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF HALIFAX DRIVE, A 40 FOOT RIGHT-A-WAY, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF DUNLAWTON AVENUE (S-421) RUN N57’37’14”E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DUNLAWTON AVENUE, A DISTANCE OF 29.11 FEET, THENCE S24’38’37”E CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 59.61 FEET; THENCE N62’03’04”E CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 32.74 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN S55’45’42”E, A DISTANCE OF 0.38 FEETTO AN INTERSECTION WITH THE SAFE UPLAND LINE (ELEVATION 1.50 FEET) ; THENCE ALONG SAID SAFE UPLAND LINE THE FOLLOWING COURSES AND DISTANCES; S28’52’21”W, A DISTANCE OF 16.40 FEET; THENCE S24’32’32”W, A DISTANCE OF 7.63 FEET; THENCE S27’35’16”W, A DISTANCE OF 13.28 FEET; THENCE S22’13’35”3E, A DISTANCE OF 79.19 FEET TO A POINT OF THE FACE OF A CONCRETE SEAWALL; THENCE S23’38’31”E ALONG SAID SEAWALL, A DISTANCE OF 25.45 FEET TO THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF HALIFAX DRIVE; THENCE N26’04’47”W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 155.65 FEET TO THE POINT OF BEGINNING.

HAVING AND AREA OF 4839.18 SQUARE FEET, .11 ACRES

CATFISH COMMONS PCD CONCEPTUAL DEVELOPMENT PLAN

"EXHIBIT B"

LAND USE CALCULATION:

SITE AREA = 6 COMBINED PARCELS = 3.81 AC
SITE AREA PARCEL A = 0.11 AC
SITE AREA PARCEL G & I = 0.06 AC

TOTAL SITE AREA PARCELS A–I = 3.98 AC

PARCEL A & C #630311010030, #630311010022 = 27,179 SF (0.62 AC)
EXISTING PAVEMENT = 20,575 SF (0.47 AC)
EXISTING BUILDING = 4,792 SF (0.11 AC)
TOTAL IMPERVIOUS AREA = 25,367 SF (0.58 AC) = 93.33%
TOTAL OPEN SPACE AREA = 1,812 SF (0.04 AC) = 6.67%

PARCEL B #630311010012 = 47,693 SF (1.09 AC)
PROPOSED PAVEMENT = 25,229 SF (0.58 AC)
PROPOSED PAVERS = 613 SF (0.01 AC)
PROPOSED CONCRETE = 476 SF (0.01 AC)
PROPOSED BUILDING = 6,513 SF (0.15 AC)
TOTAL IMPERVIOUS AREA = 32,831 SF (0.75 AC) = 68.84%
TOTAL OPEN SPACE AREA = 14,863 SF (0.34 AC) = 31.16%
TOTAL BUILDING COVERAGE = 6,513 SF/47,693 SF = 13.66%

PARCEL D #634104050020 = 55,236 SF (1.27 AC)
EXISTING PAVEMENT = 27,324 SF (0.63 AC)
EXISTING CONCRETE = 2,452 SF (0.06 AC)
EXISTING BUILDING = 7,090 SF (0.16 AC)
PROPOSED PAVEMENT = 550 SF (0.01 AC)
PROPOSED CONCRETE = 155 SF (0.003 AC)
TOTAL IMPERVIOUS AREA = 37,571 SF (0.86 AC) = 68.02%
TOTAL OPEN SPACE AREA = 17,665 SF (0.41 AC) = 31.98%
TOTAL BUILDING COVERAGE = 7,090 SF/55,236 SF = 12.84%

PARCEL E & G #634104050050 = 10,810 SF (0.25 AC)
EXISTING CONCRETE = 2,740 SF (0.06 AC)
EXISTING BUILDINGS = 2,124 SF (0.05 AC)
PROPOSED CONCRETE = 910 SF (0.02 AC)
TOTAL IMPERVIOUS AREA = 5,774 SF (0.13 AC) = 53.41%
TOTAL OPEN SPACE AREA = 5,036 SF (0.12 AC) = 46.59%
TOTAL BUILDING COVERAGE = 2,124 SF/10,810 SF = 19.65%

PARCEL F #634104030010 = 7,606 SF (0.17 AC)
PROPOSED PAVEMENT = 2,148 SF (0.05 AC)
PROPOSED CONCRETE = 249 SF (0.006 AC)
PROPOSED BUILDING = 1,610 SF (0.04 AC)
TOTAL IMPERVIOUS AREA = 4,007 SF (0.09 AC) = 52.68%
TOTAL OPEN SPACE AREA = 3,599 SF (0.08 AC) = 47.32%
TOTAL BUILDING COVERAGE = 1,610 SF/7,606 SF = 21.17%

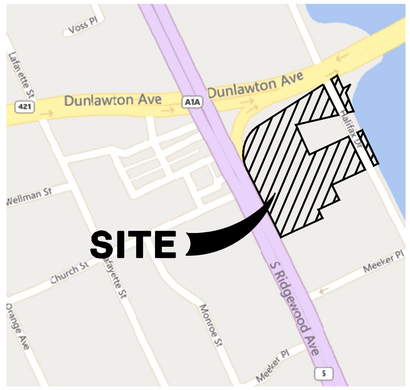
PARCEL H & I #634104050010 = 25,225 SF (0.58 AC)
EXISTING CONCRETE & PAVEMENT = 9,130 SF (0.21 AC)
EXISTING BUILDINGS = 5,346 SF (0.12 AC)
PROPOSED PAVEMENT = 4,747 SF (0.11 AC)
TOTAL IMPERVIOUS AREA = 19,223 SF (0.44 AC) = 76.21%
TOTAL OPEN SPACE AREA = 6,002 SF (0.14 AC) = 23.79%
TOTAL BUILDING COVERAGE = 5,346 SF/25,225 SF = 21.19%

LAND USE SUMMARY:

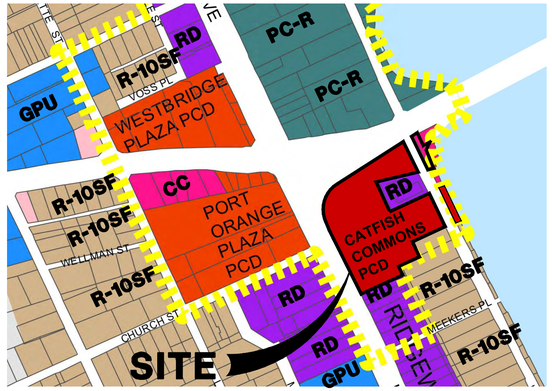
TOTAL COMBINED SITE AREA = 173,749 SF (3.98 AC)
TOTAL IMPERVIOUS AREA = 124,773 SF (2.86 AC) = 71.81%
TOTAL OPEN SPACE AREA = 48,976 SF (1.12 AC) = 28.19%
TOTAL BUILDING COVERAGE = 27,475 SF/173,749 SF = 15.81%

NOTES:

1. COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL PLAN PER LDC CHAPTER 17, SECTION 18(G)(2)(K).

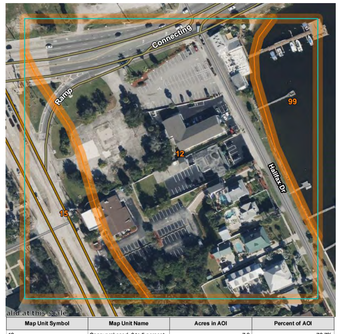


VICINITY MAP
SCALE 1" = 300'



ZONING MAP
SCALE 1" = 300'

GPU Government/Public Use
PC-R Planned Community-PO Riverwalk
CC Community Commercial
RD Ridgewood Development
R-10SF Single Family Residential
Riverwalk Overlay District



Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
12	Canaveral sand, 0 to 5 percent slopes	7.9	70.7%
15	Cocoa sand, 0 to 5 percent slopes	2.0	18.2%
99	Water	1.2	11.1%
Totals for Area of Interest		11.1	100.0%

SOIL MAP

FEMA FLOOD MAP
ZONES = X AND AE
MAP EFFECTIVE DATE 09/29/17

ENGINEER/LANDSCAPE ARCHITECT:

PARKER MYNCHENBERG & ASSOCIATES, INC.
PARKER MYNCHENBERG P.E. #32645
PARKER MYNCHENBERG L.A. #1553
CERTIFICATE OF AUTHORIZATION NUMBER: 00003910
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677–6891 FAX (386) 677–2114
EMAILS: info@parkermynchenberg.com
sbuswell@parkermynchenberg.com

ARCHITECT:

BPF DESIGN
BRIAN FREDLEY
207 FAIRVIEW AVENUE
DAYTONA BEACH, FLORIDA 32114 PHONE:
(386) 257–0502
FAX: (386) 257–1050
E–MAIL: BPFDESIGN@CFL.RR.COM

SURVEYOR:

CULLUM LAND SURVEYING, INC.
5889 S. WILLIAMSON BLVD. #205
PORT ORANGE, FL 32128
ph: 386–761–7666
fax: 386–761–7909
GREGGC@CULLUMLANDSURVEYING.COM

PROPERTY OWNERS:

PARCEL B #630611010012
OWNER: COMMONS 4075 LLC
ADDRESS: 4075 RIDGEWOOD AVE,
PORT ORANGE, FLORIDA 32127

PARCEL A & C #630311010030, #630311010022
OWNER: GALBREATH BRENDAN R & SHANNON
ADDRESS: DUNLAWTON AVE,
PORT ORANGE, FLORIDA 32127

PARCEL F #634104030010
OWNER: GALBREATH BRENDAN – TE– TENANCY IN THE ENTIRETY – 100
GALBREATH SHANNON – TE – TENANCY IN THE ENTIRETY – 100
ADDRESS: 4147 RIDGEWOOD AVE,
PORT ORANGE, FLORIDA 32127

PARCEL D #634104050020
OWNER: GALBREATH BRENDAN & SHANNON – 100
ADDRESS: 4085 RIDGEWOOD AVE,
PORT ORANGE, FLORIDA 32127

PARCEL E & G #634104050050
OWNER: GALBREATH BRENDAN R – TE– TENANCY IN THE ENTIRETY – 100
GALBREATH SHANNON M – TE – TENANCY IN THE ENTIRETY – 100
ADDRESS: 4108 HALIFAX DR,
PORT ORANGE, FLORIDA 32127

PARCEL H & I #634104050010
OWNER: HALIFAX 4084 LLC – FS – FEE SIMPLE
ADDRESS: 4084 HALIFAX DR,
PORT ORANGE, FLORIDA 32127

6 PARCELS (PARCELS B, C, D, E, F, & H) COMBINE WEST OF HALIFAX DRIVE LEGAL DESCRIPTION

A COMPOSITE LEGAL DESCRIPTION OF THE FOLLOWING, FOR INFORMATIONAL PURPOSES ONLY, BASED ON A FIELD SURVEY OF THE FOLLOWING OFFICIAL RECORDS BOOK AND PAGES,
ALL OF OFFICIAL RECORDS BOOK 6250 PAGE 4505,
ALL OF OFFICIAL RECORDS BOOK 8057 PAGE 4666,
ALL OF OFFICIAL RECORDS BOOK 6928 PAGE 1511, LYING WESTERLY OF THE WEST RIGHT OF WAY LINE OF HALIFAX DRIVE,
ALL OF OFFICIAL RECORDS BOOK 6598 PAGE 1462,
AND ALL OF OFFICIAL RECORDS BOOK 7781, PAGE 4878, BEING DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF SAID OFFICIAL RECORDS BOOK 6250 PAGE 4505, THENCE, THE FOLLOWING;
THENCE S 26°05'26" E A DISTANCE OF 142.22 FEET;
THENCE S 76°48'21" W A DISTANCE OF 181.53 FEET;
THENCE S 24°27'17" E A DISTANCE OF 137.06 FEET;
THENCE N 65°14'09" E A DISTANCE OF 180.91 FEET;
THENCE S 26°20'47" E A DISTANCE OF 154.91 FEET;
THENCE S 65°18'12" W A DISTANCE OF 152.63 FEET;
THENCE S 25°41'50" E A DISTANCE OF 70.23 FEET;
THENCE S 65°14'55" W A DISTANCE OF 96.58 FEET;
THENCE S 26°19'51" E A DISTANCE OF 39.95 FEET;
THENCE S 65°25'49" W A DISTANCE OF 191.93 FEET;
THENCE ALONG A NON–TANGENT CURVE CONCAVE SOUTHWEST, HAVING AN ARC LENGTH OF 44.55 FEET, A RADIUS OF 11509.20 FEET, A DELTA ANGLE OF 00°13'18", AND A CHORD BEARING OF N 26°30'15" W, CHORD LENGTH OF 44.55 FEET; THENCE N 26°36'54" W A DISTANCE OF 254.92 FEET; THENCE N 21°45'31" W A DISTANCE OF 38.26 FEET; THENCE ALONG A NON–TANGENT CURVE CONCAVE SOUTHEAST, HAVING AN ARC LENGTH OF 178.87 FEET, A RADIUS OF 134.30 FEET, A DELTA ANGLE OF 76°18'37", AND A CHORD BEARING OF N 16°26'05" E, CHORD LENGTH OF 165.94 FEET; THENCE N 57°26'23" E A DISTANCE OF 124.09 FEET; THENCE N 57°29'48" E A DISTANCE OF 206.21 FEET TO THE POINT OF BEGINNING.
HAVING AN AREA OF 166137 SQUARE FEET, 3.81 ACRES

4084 & 4108 (PARCEL G & I) HALIFAX DRIVE UPLAND PARCEL EAST OF HALIFAX DRIVE LEGAL DESCRIPTION

ALL OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6928, PAGE 1511, AND OFFICIAL RECORDS BOOK 8335, PAGE 4257, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EASTERLY OF HALIFAX DRIVE, A 40 FOOT WIDE ROAD PER DEEDS, BEING DESCRIBED AS FOLLOWS: BEGIN AT THE THE INTERSECTION OF THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 6928, PAGE 1511, AND THE EASTERLY LINE OF SAID HALIFAX DRIVE;
THENCE N 26°20'47" W ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 79.93 FEET; THENCE ALONG NORTH LINE OF SAID OFFICIAL RECORDS BOOK 8335, PAGE 4257, N 65°14'09" E, A DISTANCE OF 21.52 FEET TO AN INTERSECTION WITH THE EAST FACE OF AN EXISTING CONCRETE SEAWALL; THENCE THE NEXT THREE COURSES ALONG SAID EAST FACE OF CONCRETE SEAWALKLL: THENCE S 23°45'20" E A DISTANCE OF 79.92 FEET; THENCE S 65°15'37" W A DISTANCE OF 4.93 FEET; THENCE S 25°24'07" E A DISTANCE OF 75.01 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 6928, PAGE 1511; THENCE S 65°18'12" W ALONG SAID SOUTH LINE OF OFFICIAL RECORDS BOOK 6928, PAGE 1511, A DISTANCE OF 11.74 FEET TO AND INTERSECTION WITH SAID EAST LINE OF HALIFAX DRIVE; THENCE N 26°20'47" W ALONG SAID EAST LINE OF HALIFAX DRIVE, A DISTANCE OF 75.03 FEET TO THE POINT OF BEGINNING. HAVING AN AREA OF 2502 SQUARE FEET, 0.06 ACRES

4009 (PARCEL A) HALIFAX DRIVE UPLAND PARCEL EAST OF HALIFAX DRIVE LEGAL DESCRIPTION

(AS SUPPLIED BY CLIENT)
A PORTION OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT–OF–WAY LINE OF HALIFAX DRIVE, A 40 FOOT RIGHT–OF–WAY, WITH THE SOUTHERLY RIGHT–OF–WAY LINE OF DUNLAWTON AVENUE (S–421) RUN N57°37'14"E ALONG THE SOUTHERLY RIGHT–OF–WAY LINE OF SAID DUNLAWTON AVENUE, A DISTANCE OF 29.11 FEET, THENCE S24°38'37'E CONTINUING ALONG SAID RIGHT–OF–WAY LINE, A DISTANCE OF 59.61 FEET; THENCE N62°03'04"E CONTINUING ALONG SAID RIGHT–OF–WAY LINE, A DISTANCE OF 32.74 FEET; THENCE DEPARTING SAID RIGHT–OF–WAY LINE RUN S55°45'42"E, A DISTANCE OF 0.38 FEET TO AN INTERSECTION WITH THE SAFE UPLAND LINE (ELEVATION 1.50 FEET) ; THENCE ALONG SAID SAFE UPLAND LINE THE FOLLOWING COURSES AND DISTANCES; S28°52'21"W, A DISTANCE OF 16.40 FEET; THENCE S24°32'32"W, A DISTANCE OF 7.63 FEET; THENCE S27°35'16"W, A DISTANCE OF 13.28 FEET; THENCE S22°13'35"E, A DISTANCE OF 79.19 FEET TO A POINT OF THE FACE OF A CONCRETE SEAWALL; THENCE S23°38'31"E ALONG SAID SEAWALL, 4.74 FEET; THENCE S76°49'56"W DEPARTING SAID SEAWALL, A DISTANCE OF 25.45 FEET TO THE AFOREMENTIONED EASTERLY RIGHT–OF–WAY LINE OF HALIFAX DRIVE; THENCE N26°04'47"W ALONG SAID RIGHT–OF–WAY LINE, A DISTANCE OF 155.65 FEET TO THE POINT OF BEGINNING. CONTAINING 4839.18 SQUARE FEET 0.11 ACRES

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
5.	12.18.2024	REVISED	ADK
4	12.17.2024	REVISED	ADK
3	12.16.2024	REVISED	ADK
2	11.20.2024	REVISED PER SDRC COMMENTS	ADK
1	09/09/2024	REVISED	MAG

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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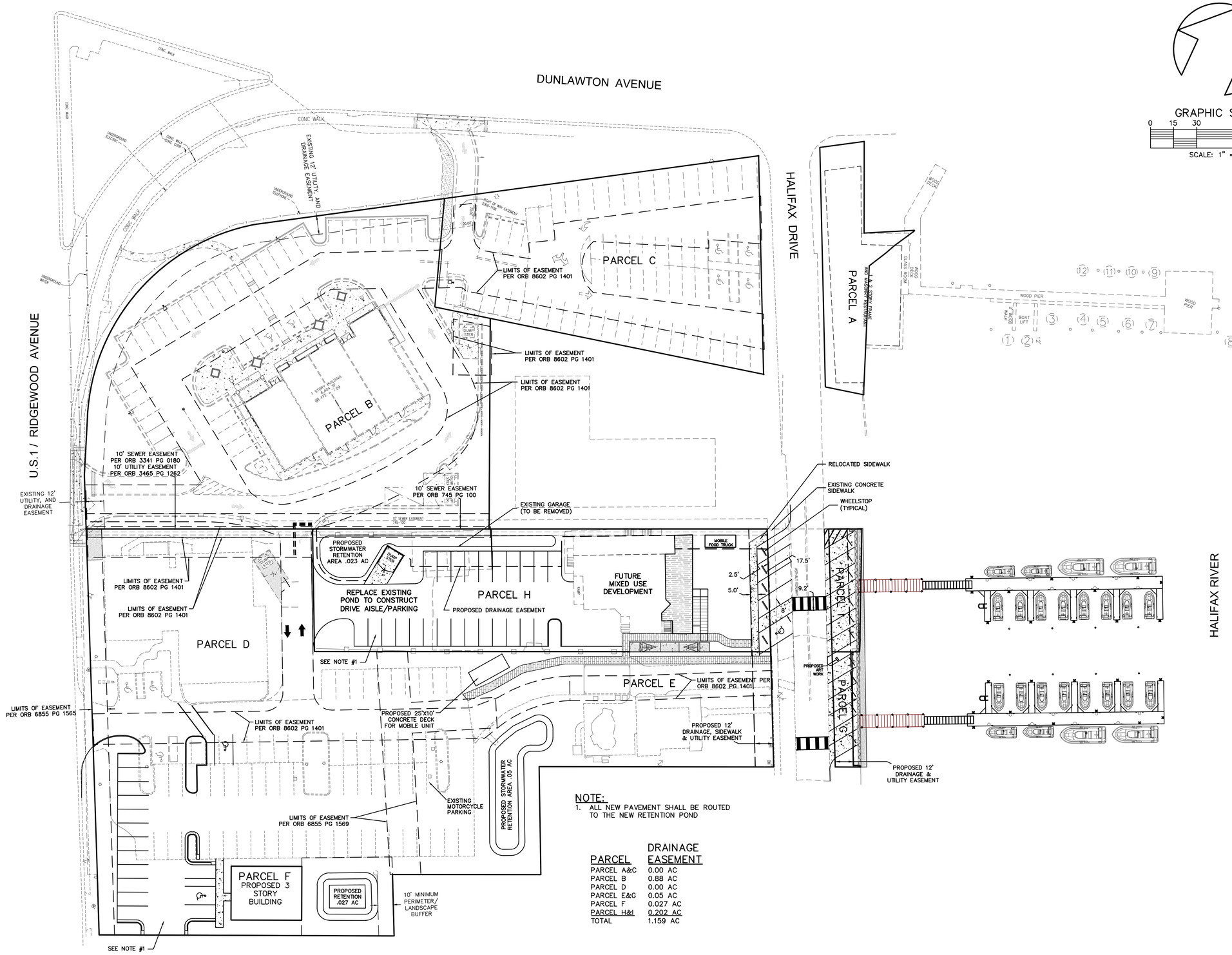
PARKER MYNCHENBERG P.E. #32645 R.L.A. #001553, STEVE BUSWELL P.E. #53985 R.L.A. #6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

CATFISH COMMONS
PORT ORANGE * FLORIDA
PCD CONCEPTUAL DEVELOPMENT PLAN
"EXHIBIT B"

1 OF 2
SHEET NO.

DRAWN BY: ADK
DATE: 11/20/2024
JOB NO. 24–02
SCALE: NONE

SEAL



GRAPHIC SCALE

0 15 30 60 90

SCALE: 1" = 30'

NOTE:

1. ALL NEW PAVEMENT SHALL BE ROUTED TO THE NEW RETENTION POND

PARCEL	DRAINAGE EASEMENT
PARCEL A&C	0.00 AC
PARCEL B	0.88 AC
PARCEL D	0.00 AC
PARCEL E&G	0.05 AC
PARCEL F	0.027 AC
PARCEL H&I	0.202 AC
TOTAL	1.159 AC

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
5	12.18.2024	REVISED	ADK
4	12.17.2024	REVISED	ADK
3	12.16.2024	REVISED	ADK
2	11.20.2024	REVISED PER SDRC COMMENTS	ADK
1	09/09/2024	REVISED	MAG

PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS

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PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553, STEVE BUSHELL P.E. #53985 R.L.A. #6667011

CERTIFICATE OF AUTHORIZATION NUMBER 00003910

CATFISH COMMONS

PORT ORANGE * FLORIDA

PCD CONCEPTUAL DEVELOPMENT PLAN

"EXHIBIT B"

2 OF 2

SHEET NO.

DRAWN BY: ADK

DATE: 11/20/2024

JOB NO. 24-02

SCALE: NONE

SEAL

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
12	Canaveral sand, 0 to 5 percent slopes	7.9	70.7%
15	Cocoa sand, 0 to 5 percent slopes	2.0	18.2%
99	Water	1.2	11.1%
Totals for Area of Interest		**11.1**	**100.0%**

SOILS MAP

PARKER MYNCHENBERG
& ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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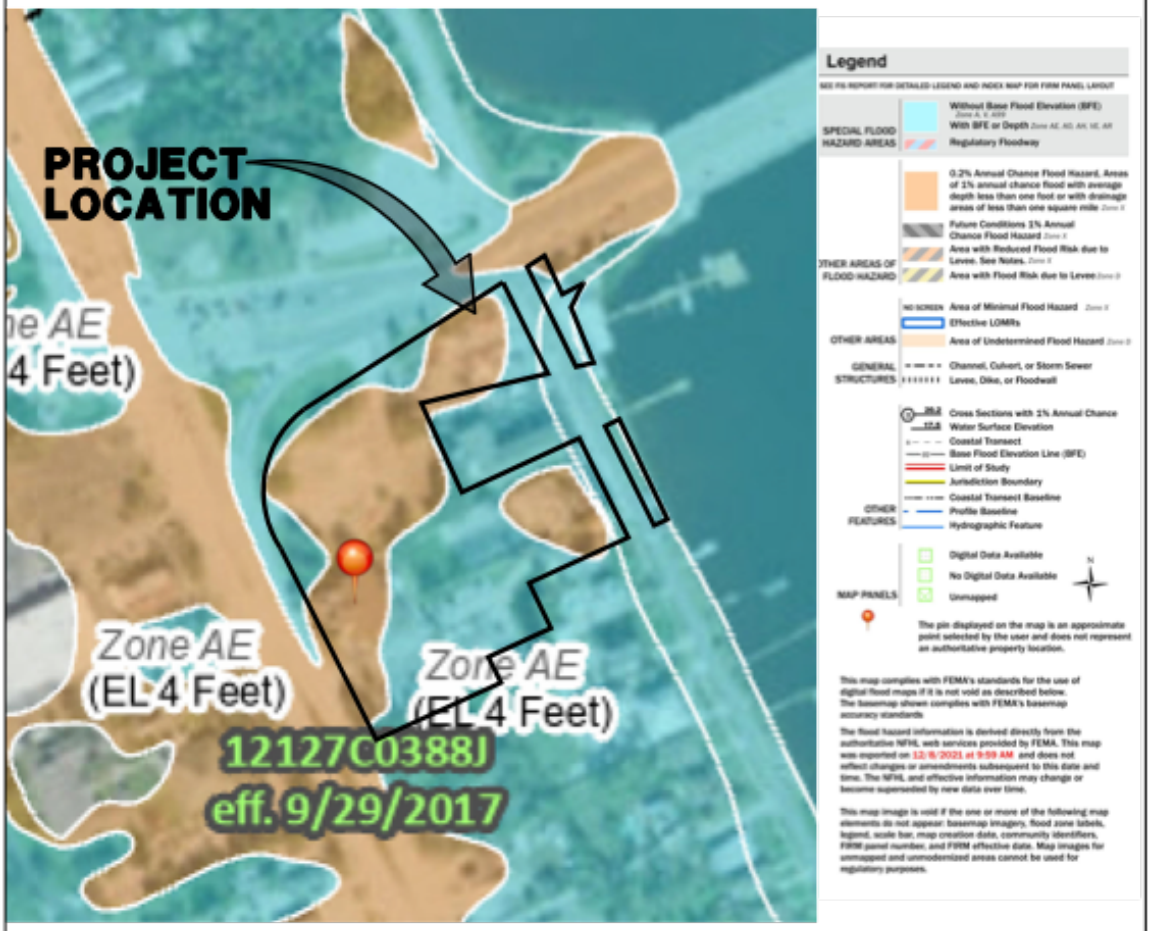
CERTIFICATE OF AUTHORIZATON NUMBER 00003910



FEMA FLOOD MAP

ZONES = X AND AE

MAP EFFECTIVE DATE 09/29/17

SCALE: 1" = 200'

PARKER MYNCHENBERG
& ASSOCIATES, INC.
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CERTIFICATE OF AUTHORIZATON NUMBER 00003910

Exhibit “C”

General Appearance of Mobile Commercial Unit

Exhibit "D"
Catfish Commons Parking Allocation

Total Proposed Parking Provided per CDP

4009 Halifax Drive…63
4085 Ridgewood Avenue…77 (including new 3 story office/residential building site at 4147 Ridgewood Avenue)
4108 Halifax Drive…5
4075 Ridgewood Avenue…40
4084 Halifax Drive…35

Total Spaces Provided…220

Parking Required by Code per proposed use

Aunt Catfish's (4009 Halifax Drive)…88 (228 seats + 24employees)

La Cantina…38 (4085 Ridgewood Avenue) (100 seats + 10 employees)

Loft Apartment…1 (4106 Halifax Dr)

Mobile Commercial…3 (4085 Ridgewood Avenue and 4084 Halifax Drive)

Office w/ 4 residential units above…8 (4147 Ridgewood Avenue) (1.5 per 805 square feet and 1 per residential unit)

Marina…8 (4084 and 4108 Halifax Drive) (1 parking space per 3 boat slips)

4075 Ridgewood multi-tenant commercial building (1 per 250 square feet)…35

Residential…8 (4084 Halifax Drive) 1 per unit

Commercial…6 (4084 Halifax Drive) 3 per unit

Restaurant…28 (4084 Halifax Drive) 1 per 3 seats and 1 per 2 employees (72 seats + 8 employees)

Total Spaces Required by Code…223

Overall Parking provided for all properties located within the Catfish Commons PCD falls under the Land Development Code Chapter 12, Section 4, item 3 (d) Reduction for mixed or joint use of parking spaces.

Exhibit "E"

Sign Design Options

Note: The Sign Design Options included are conceptual only and are intended to provide general examples of commercial signage that compliments and coordinates with the residential appearance of Halifax Drive. Final design drawings will be submitted for permitting at a later date.

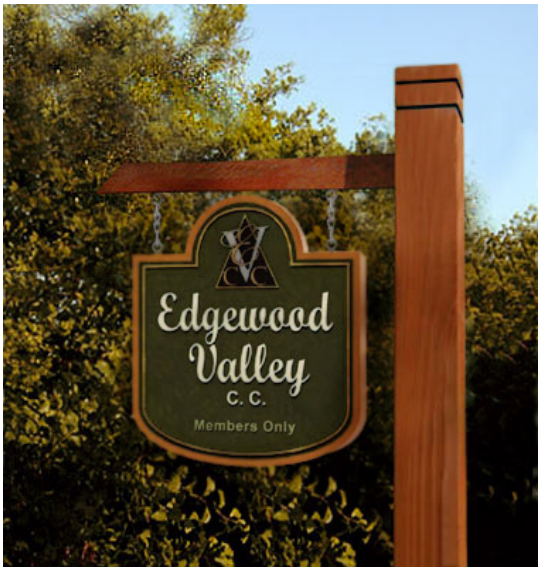
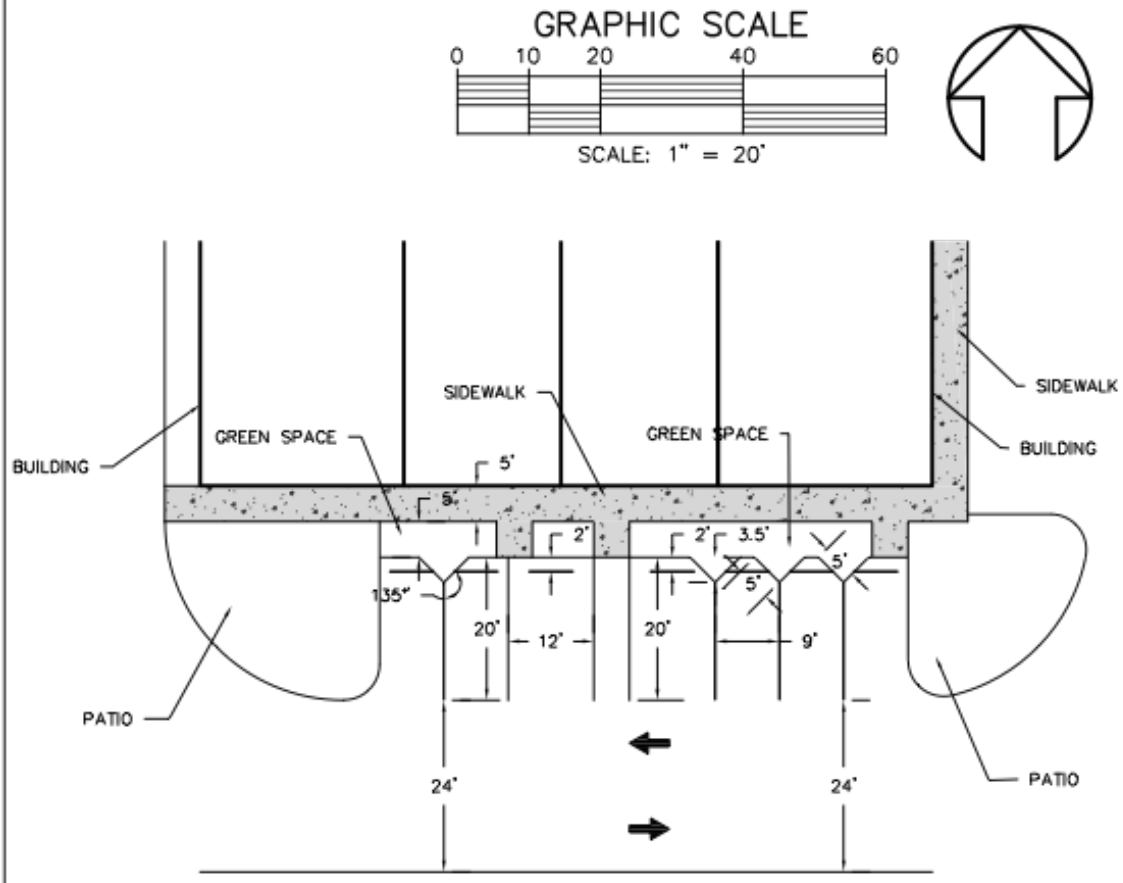


Exhibit “F”
Landscape Curb into Parking Space



PARKER MYNCHENBERG
& ASSOCIATES, INC.
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CERTIFICATE OF AUTHORIZATON NUMBER 00003910

Exhibit “G”

[redacted]

[redacted]

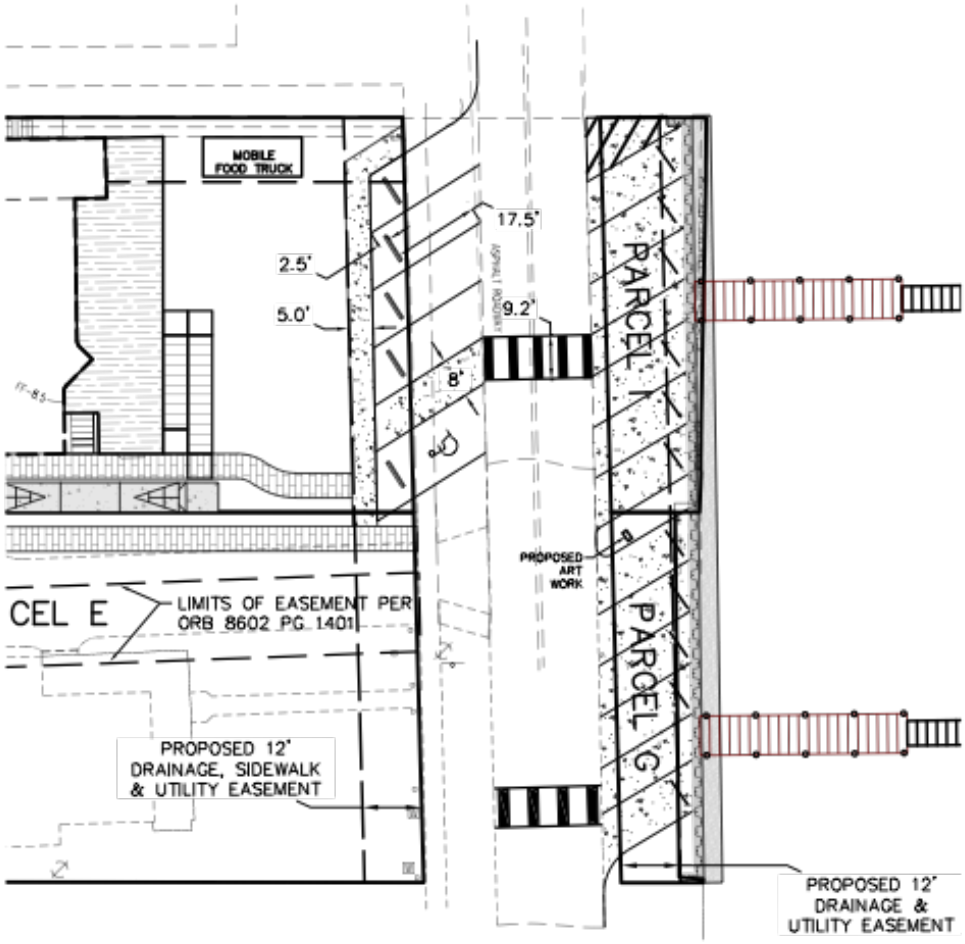
DAYTONA
SALT AIR AND SAND
SINCE 1960
BEACH SHORES

[redacted]

[redacted]

Exhibit “H”

Exhibit "I



GRAPHIC SCALE

0 15 30 60 90

SCALE: 1" = 30'

CATFISH COMMONS
MASTER DEVELOPMENT AGREEMENT

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

EXHIBIT I
01.10.2025

STAFF REPORT

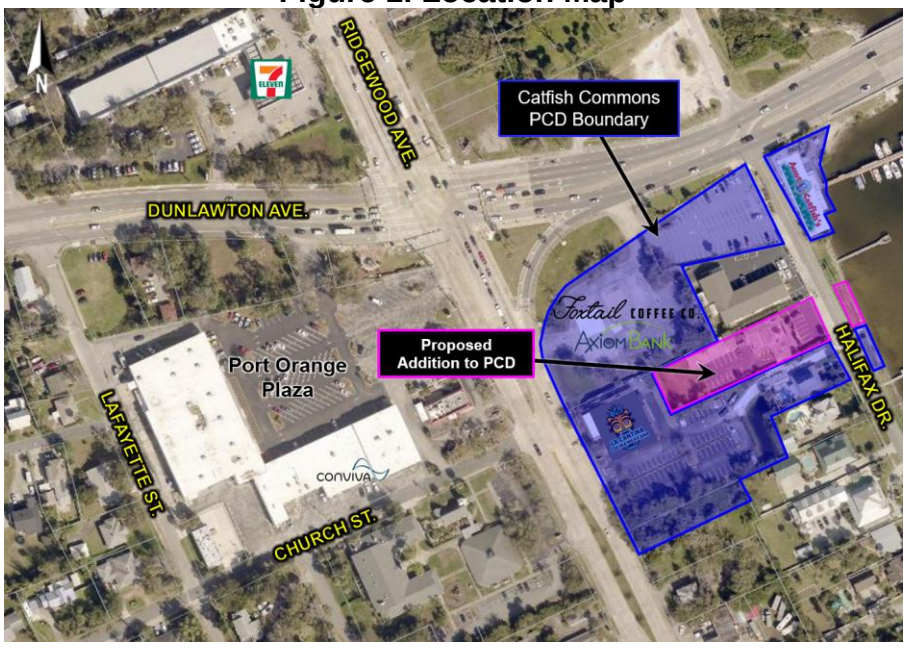
Planned Commercial Development Rezoning & Second Restatement of the Catfish Commons Master Development Agreement and Conceptual Development Plan
CASE NO. PRZA-24-0008

REQUEST:	Rezone +/- 0.58 acres to Planned Commercial Development (PCD) and approve the Second Restatement to the Catfish Commons PCD Master Development Agreement (MDA) and Conceptual Development Plan (CDP).
LOCATION:	4009, 4084, 4106, and 4108 Halifax Drive and 4075, 4085, and 4147 Ridgewood Avenue (Location Map - Figure 1)
PROPERTY OWNERS AND APPLICANTS:	Brendan and Shannon Galbreath, Halifax 4084 LLC, and Commons 4075 LLC
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 7-0 (February 27, 2025)
CITY COUNCIL:	March 18, 2025

INTRODUCTION

The property owners are requesting to rezone ±0.58 acres from Community Commercial (CC) to Planned Commercial Development (PCD) and add the ±0.58 acres into the existing Catfish Commons Planned Commercial Development (PCD), along with approval of the Second Restatement of the Catfish Commons PCD Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The current PCD area is ±3.4 acres. If approved, the overall area of the PCD would expand to ±4.0 acres, and the Second Restatement of the MDA would provide the framework for development within the expanded PCD.

Figure 1. Location Map



DISCUSSION

The proposed Second Restatement to the Catfish Commons Master Development Agreement (MDA) and Conceptual Development Plan (CDP) would establish the following (See Exhibit 1 – Second Restatement to the Catfish Commons MDA and CDP):

1. Maintain the existing development requirements for 4106 and 4108 Halifax Drive and 4075, 4085, and 4147 Ridgewood Avenue. **These properties are already within the PCD, and the proposed restatement does not change any of the requirements or allowed uses for these properties.**
2. Add 4084 Halifax Drive (former Maloney Funeral Home site) into the PCD and provide the framework to redevelop the property with a mixed-use building with commercial uses on the first floor and up to eight residential units above and a 12-slip marina with on-street parking along Halifax Drive; and
3. Maintain the existing development parameters for 4009 Halifax Drive (Aunt Catfish's restaurant) and allow up to two residential units to be developed above the restaurant.

According to the property owners, the request for the Second Restatement of the MDA and CDP is to add property into the PCD, allow for mixed-use developments with residential units above commercial, and create a cohesive development that utilizes existing infrastructure on the developed properties, including buildings, parking, driveways, and utilities and provides opportunity for new development within the PCD with additional connection points into and between the properties within the PCD.

A Future Land Use (FLU) Amendment (Case No. CPAM-24-0003) to change the FLU designation at 4009 and 4084 Halifax Drive from *Commercial* to *Mixed-Use Center* is being processed concurrently to support the development in the proposed *Second Restatement of the MDA and CDP.*

The surrounding land uses, FLU designations, and zoning classifications are identified in Table 1.

Table 1. Surrounding Land Uses, FLU Designations, and Zoning Districts

4009 Halifax Drive			
Direction	**Existing Land Use**	**FLU Designation**	**Zoning District**
North	Dunlawton Ave. right-of-way	*N/A*	N/A
South	Multi-Family Apartments	*Commercial*	Ridgewood Development (RD)
East	Halifax River	*N/A*	N/A
West	Commercial	*Commercial*	Planned Commercial Development (Catfish Commons PCD)

4084 Halifax Drive			
Direction	**Existing Land Use**	***FLU Designation***	**Zoning District**
North	Commercial and Multi-family Residential	*Commercial*	Planned Commercial Development (Catfish Commons PCD) and Ridgewood Development (RD)
South	Single-family Residential & Commercial	*Commercial & Mixed-Use Center*	Planned Commercial Development (Catfish Commons PCD)
East	Halifax River	*N/A*	N/A
West	Commercial	*Mixed-Use Center*	Planned Commercial Development (Catfish Commons PCD)

The current and proposed FLU designations and zoning classifications are depicted in Figures 2 and 3.

Figure 2. Current and Proposed FLU Map

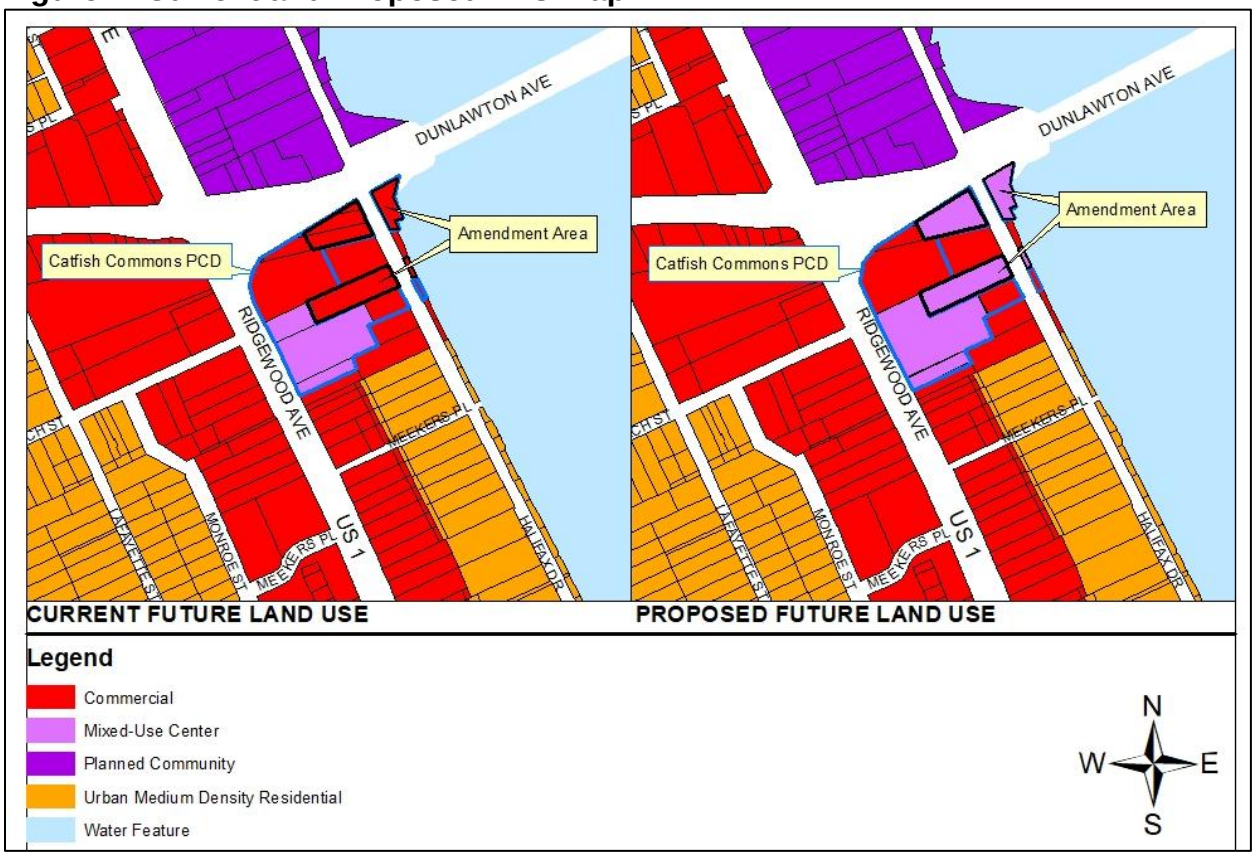
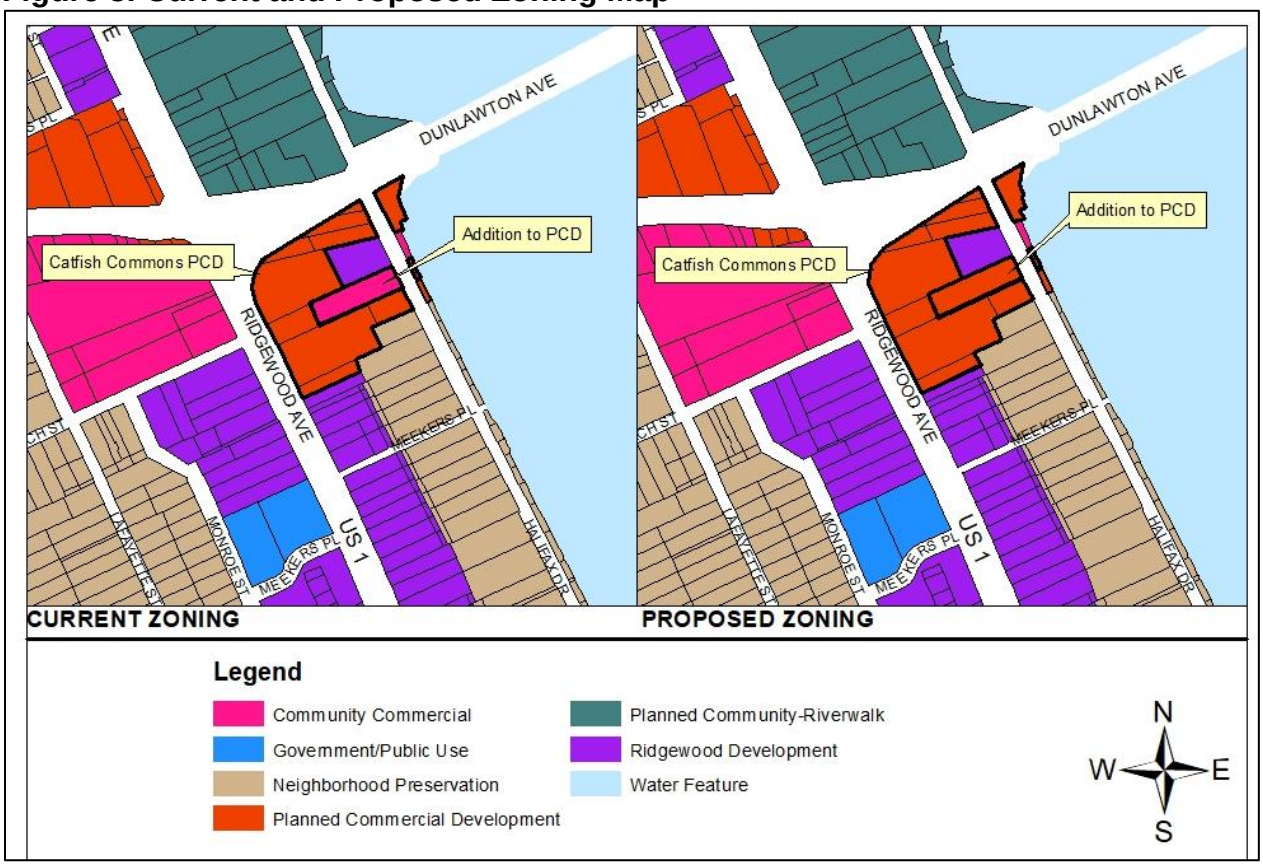


Figure 3. Current and Proposed Zoning Map

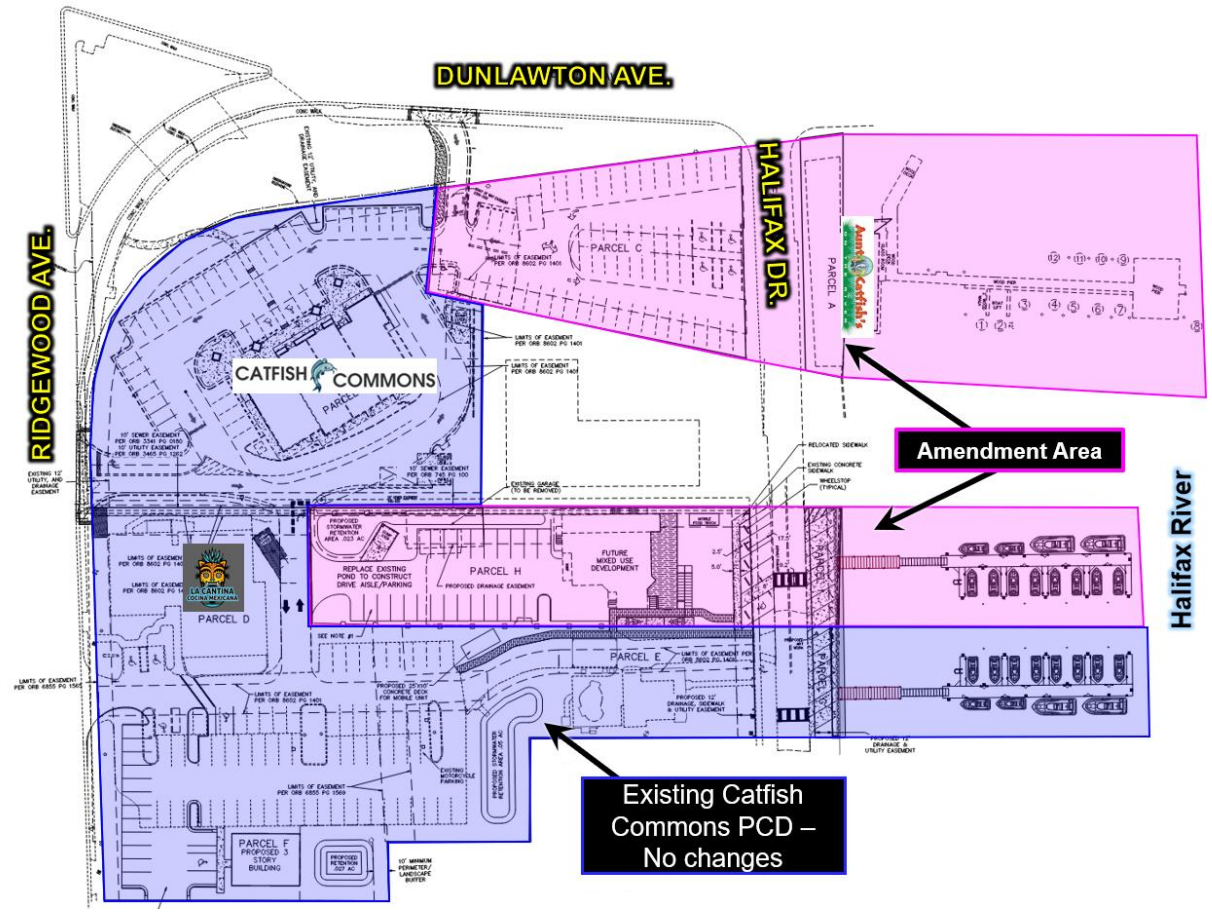


Any future development within the PCD will require development plans to be submitted and a detailed technical review by the Development Review Committee (SDRC) to determine that all requirements in the Land Development Code (LDC) and the Catfish Commons PCD MDA and CDP are met and the marina will also be required to comply with the Volusia County Manatee Protection Plan, Florida Department of Environmental Protection, and any other applicable local, state, and federal laws. As with all development, specific site development proposals for the subject property are subject to concurrency regulations at the time of development, requiring transportation facilities to be provided or for the developer to enter into a mitigation agreement for their impacts.

DEVELOPMENT PROPOSAL

The following discussion will focus on the significant aspects of the Second Restatement to the Catfish Commons MDA and CDP, such as general site layout, access, parking dimensional requirements, landscape buffers, utilities, and drainage areas. Planned Commercial Development (PCD) zoning, rather than conventional zoning, is used to create a cohesive development with efficient site and infrastructure design that allows flexibility in building setbacks, off-site signage, and parking. However, as is typical with PCDs, there are deviations from the LDC as part of the proposed Second Restatement to the Catfish Commons MDA and CDP, which are further discussed in the report.

Figure 4. Proposed Conceptual Development Plan (See Exhibit 1 for full size plan)



Dimensional Requirements

There are **no changes** to the previously approved dimensional requirements for the properties already part of the Catfish Commons PCD as part of the Second Restatement to the Catfish Commons MDA and CDP. The proposed Restated MDA provides the dimensional requirements for redeveloping 4084 Halifax Drive.

Table 2. Dimensional Requirements Comparison

Zoning	Dimensional Criteria					
	Front	Side	Rear	Maximum Building Height	Minimum Open Space	Maximum Building Coverage
Catfish Commons MDA – 4084 Halifax Drive	20 feet	North – 5 feet for new construction and 4 feet for existing structures South – 0 feet ((internal lot line)	0 feet (internal lot line)	45 feet	30%	35%
Ridgewood Development District	10 feet	15 feet	25 feet	45 feet	20%	35%

To redevelop the site with a new structure, the applicants are requesting the rear and south side setbacks be equal to 0 feet, the north setback be equal to 5 feet, and the front setback be equal to 20 feet. According to the applicants, the proposed setbacks for a new structure provide more flexibility for building placement when redeveloping a small infill property. For any structure built on the subject property or adjacent property, sufficient building separation requirements in the Florida Building Code (FBC) and Florida Fire Prevention Code would need to be met.

The Restated MDA also considers the repurposing of the existing building constructed in 1925 and establishes the setbacks for the existing building. According to the applicants, establishing the setbacks for the existing building allows it to be a conforming structure, and it can be expanded vertically (height) or toward the front or rear of the subject property. *Allowing the side and rear setbacks listed in Table 2 – Page 5 for 4084 Halifax Drive is a policy issue.*

Permitted Uses

There are **no changes** to the previously approved allowed uses for the properties already part of the Catfish Commons PCD as part of the Second Restatement to the Catfish Commons MDA and CDP. The proposed Second Restatement allows the same uses allowed in the City's Mixed-Use Center (MXU) zoning district to be developed at 4009 and 4084 Halifax Drive, which includes a combination of commercial, office, marina, and residential uses (Exhibit 2 – Uses allowed in the MXU district). The allowed uses for 4009, and 4084 Halifax Drive are consistent with the FLU designation for these properties.

The Second Restatement to the MDA and CDP provides the following density/intensity restrictions:

- Limits the number of residential units for 4009 Halifax Drive to a maximum of two (2) units.
- Limits the number of residential units for 4084 Halifax Drive to a maximum of eight (8) units. Limits the number of boat slips for 4084 Halifax Drive to 12 and prohibits overnight live-aboard vessels and the sale of gas.

Parking and Access

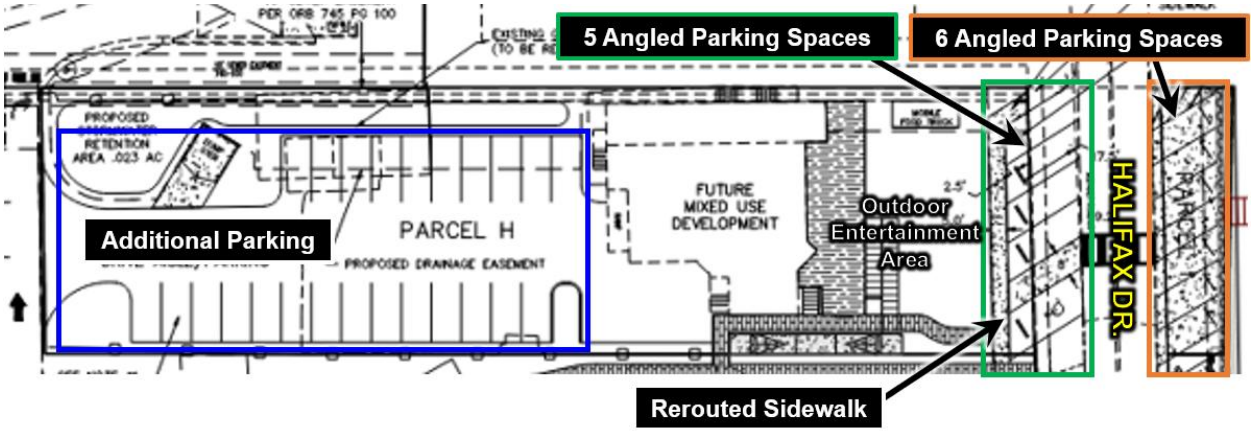
There are **no changes** to the parking or driveway requirements for the PCD with this Second Restatement to the Catfish Commons MDA and CDP, except a request to allow parking spaces along the east and west side of the Halifax Drive right-of-way that back out onto Halifax Drive for 4084 Halifax Drive. For the property located at 4084 Halifax Drive, the applicants are requesting to maintain the existing parking spaces along the west side of 4084 Halifax Drive that back directly onto a right-of-way and allow for parking spaces to be built on the east side of the Halifax Drive that back directly onto a right-of-way. The LDC does not permit parking spaces to back directly onto a right-of-way.

The applicants are proposing six (6) parking spaces on the east side of Halifax Drive to serve the future marina at 4084 Halifax Drive and to maintain the five (5) parking spaces on the west side of Halifax Drive that back directly onto Halifax Drive to serve the mixed-use development at 4084 Halifax Drive. Halifax Drive is a local, two-lane road with a posted speed limit of 25 MPH. The proposed parking spaces will be angled to provide

sufficient visibility for a vehicle exiting the parking spaces, and the space spaces will be accessed from the adjacent roadway.

As part of the MDA Amendment approved in 2022 for the Catfish Commons PCD, parking spaces that backed out onto Halifax Drive were approved to be built with the development of a marina at 4108 Halifax Drive (property south of 4084 Halifax Drive). According to the applicants, the marina spaces (east side of Halifax Drive) are not anticipated to be high-turnover spaces where vehicles continuously enter and exit; instead, vehicles are likely to park once for the day or half-day. *Allowing parking spaces that require a vehicle to back out directly onto the Halifax Drive right-of-way is a policy issue.*

Figure 6. Existing and Proposed Parking at 4084 Halifax Drive



Landscaping

There are **no changes** to the landscape requirements for the PCD as part of the Second Restatement to the Catfish Commons MDA and CDP, except a request to waive the 10-foot right-of-way landscape buffer for 4084 Halifax Drive and the 5-foot north side buffer if the existing building is repurposed.

According to the LDC, a 10-foot landscape buffer is required along the east and west sides of Halifax Drive right-of-way at 4084 Halifax Drive. Similar to the landscape buffer requirement waived for 4009 Halifax Drive and 4106/4108 Halifax Drive as part of the approval for the 1st Restated MDA, the applicants are requesting to waive the Halifax

Drive roadway buffer on the west and east sides of 4084 Halifax Drive. As discussed above, the applicants are requesting approval to construct parking spaces that back out into Halifax Drive, and if approved, the parking spaces along Halifax Drive will prevent the landscape buffer from being installed.

The applicants are requesting a varied-width landscape buffer along the north property line ranging in width from 4 feet to 5 feet. Currently, the LDC requires a 5-foot landscape buffer along the north property line. The applicants are requesting a reduced landscape buffer to maintain the existing building, which is set back 4 feet from the north property line. According to the applicants, the required side buffer cannot be met if the existing building is repurposed. The applicants also proposed to provide space for an entertainment area in front of the building with an enlarged covered front deck, a game yard, and a mobile food truck (see Figure 6). According to the applicants, some of the buffers could be installed east of the existing building, but that would require the proposed outdoor entertainment area to be reduced. The applicants are proposing to provide landscape plantings that are appropriately sized and located within the existing north property line buffer area. *Waiving the 10-foot landscape buffer requirement along Halifax Drive and allowing a varied-width buffer on the north side is a policy issue.*

Figure 7. Existing Conditions

Architecture

There are **no changes** to the architecture requirements for the PCD with the Second Restatement to the Catfish Commons MDA and CDP. The architecture style for the PCD is a Florida Vernacular style with features such as metal roofs, hardiboard siding, and other decorative elements typical of coastal architecture. All new buildings built in the PCD will be designed to comply with the Florida Vernacular architecture style along with the architectural standards in the LDC for non-residential buildings. Existing buildings within the PCD will remain in their current state, but if these existing buildings are redeveloped, the exterior will need to comply with the Florida Vernacular architecture style and the architectural standards in the LDC for non-residential buildings.

Signage

There are **no changes** to the signage requirements for the PCD Second Restatement to the Catfish Commons MDA and CDP. Signage within PCD will comply with the signage requirements of the LDC or prior approved signage requirements as part of the Catfish Commons PCD.

Fee Waiver

There are no changes to the previously approved language in the MDA that allow for the waiver of all city development review application submittal, site inspection, building permit, building inspection, and fees for future Comprehensive Plan Amendments, MDA Amendments, and all development-related applications within Catfish Commons PCD excluding impact fees, water and sewer development fees, and stormwater special assessment fees. However, the Restated MDA extends the period for this waiver to 5 years from the recording date of the subject Restatement.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

A Future Land Use (FLU) Amendment (Case No. CPAM-24-0003) is being processed concurrently with the subject PCD rezoning and MDA restatement application to change the FLU designation at 4084 Ridgewood Avenue and 4009 Ridgewood Avenue from *Commercial* to *Mixed-Use Center* to allow for a mixed-use building with commercial uses on the first floor and up to eight residential units above and a 12-slip marina on 4084 Halifax Drive and to allow for the addition of two residential units above the existing Aunt Catfish's restaurant at 4009 Halifax Drive. The remaining portion of the PCD area has a FLU designation of *Commercial*. The PCD is compatible with the current *Commercial* FLU and Mixed-Use Center FLU designations.

The proposed PCD rezoning and restated MDA is generally consistent with the intent of the Goals, Objects, and Policies of the Comprehensive Plan and supports infill redevelopment of parcels within an existing built commercial area that is already served by public infrastructure (water, sewer, roads, and schools). The proposed PCD is also consistent with the Ridgewood Corridor Plan as it promotes the redevelopment of properties in one of the identified Waterfront Linkage Zones, a long-term strategy listed in the plan (Figure 8). The proposed MDA and CDP will allow for a cohesive redevelopment, create additional cross-access between parcels, and provide opportunities for new businesses, which are also strategies identified in the plan.

Figure 8. Waterfront Linkage Zone from Ridgewood Corridor Plan

POLICY ISSUES

Three (3) requested deviations from the Land Development Code (LDC) in the proposed Restated MDA are discussed in detail above in the staff report discussion. The PCD zoning district allows the applicants to request flexibility from standard code requirements for unique and/or innovative design. The Planning Commission and City Council will need to consider the following policy issues requested by the applicants:

1. Allow the side and rear setbacks listed in Table 2 – Page 5 for 4084 Halifax Drive.
2. Allow parking spaces that require a vehicle to back out directly onto the Halifax Drive right-of-way.
3. Allow the 10-foot landscape buffer requirement along Halifax Drive to be waived and allow a varied-width buffer on the north side.

PUBLIC NOTICE

On January 10, 2025, staff posted the property, notifying the public of the proposed amendment. The proposed amendment has also been advertised in the News-Journal pursuant to Florida Statutes. As of the time this agenda item was prepared, staff has received one (1) inquiry regarding the proposed amendment.

RECOMMENDATION

Staff recommends approval of the rezoning of 4084 Halifax Drive from Community Commercial (CC) to Planned Commercial Development (PCD), and approval of the Second Restatement of the Catfish Commons PCD Master Development Agreement (MDA) and Conceptual Development Plan (CDP), subject to the approval of Future Land Use Amendment Case No. CPAM-24-0008, and subject to the three (3) policy issues:

1. Allow the side and rear setbacks listed in Table 2 – Page 5 for 4084 Halifax Drive.
2. Allow parking spaces that require a vehicle to back out directly onto the Halifax Drive right-of-way.
3. Allow the 10-foot landscape buffer requirement along Halifax Drive to be waived and allow a varied-width buffer on the north side.

ATTACHMENTS

Exhibit 1 – Second Restated Catfish Commons Master Development Agreement and Conceptual Development Plan
Exhibit 2 – Permitted Uses for the Mixed-Use Center (MXU) Zoning District

SECOND RE-STATED MASTER DEVELOPMENT AGREEMENT CATFISH COMMONS PLANNED COMMERCIAL DEVELOPMENT

THIS SECOND RE-STATED MASTER DEVELOPMENT AGREEMENT CATFISH COMMONS PLANNED COMMERCIAL DEVELOPMENT ("MDA") is entered into between the City of Port Orange, a Florida municipal corporation, having a mailing address of 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter the "City"); and Brendan and Shannon Galbreath (husband and wife), having a mailing address of 4190 Halifax Drive, Port Orange, Florida 32127; and Commons 4075, LLC having a mailing address of 4190 Halifax Drive, Port Orange, Florida 32127 and Halifax 4084, LLC having a mailing address of 4190 Halifax Drive, Port Orange, Florida 32127 (the "Owner & Developer"), who hereby agree and covenant and bind their successors and assigns as follows:

WHEREAS, The City and Owner & Developer have previously entered into a Master Development Agreement for Catfish Commons Planned Commercial Development recorded in Official Record Book 6784, Page 970 ("Original MDA") as amended by the First Amendment to the Master Development Agreement for Catfish Commons Planned Commercial Development recorded in the Official Record Book 7684, Page 3350 ("First Amendment") as restated with a Re-Stated Master Development Agreement for Catfish Commons Planned Commercial Development recorded in Official Record Book 8278, Page 3843 (Restated MDA"), as amended by the First Amendment to the Restated Master Development Agreement for Catfish Commons Planned Commercial Development recorded in Official Record Book 8583, Page 4586 ("First Amendment to Restated MDA") all in Public Records, Volusia County, Florida; and

WHEREAS, the Parties hereto intend for this Second Re-stated Master Development Agreement Catfish Commons Planned Commercial Development to be an amendment to and restatement of, and shall supersede and replace the Original MDA, the First Amendment, the Restated MDA, and the First Amendment to Restated MDA .

NOW, THEREFORE, the City and Owner & Developer do hereby agree as follows:

1. **THE PROPERTY**
   The property that is subject to this Agreement consists of approximately 3.98 acres of real property located at 4009 Halifax Drive (Parcels 6303-11-01-0022 and 6303-11-01-0030) Parcels A and C, 4075 Ridgewood Avenue (Parcel 6303-11-01-0012) Parcel B, 4085 Ridgewood Avenue (Parcel 6341-04-05-0020) Parcel D , 4106 and 4108 Halifax Drive (Parcel 6341-04-05-0050) Parcels E and G, 4147 Ridgewood Avenue (Parcel 6341-04-03-0010) Parcel F, and 4084 Halifax Dr. (6314-04-05-0010) Parcel H, all within the municipal limits of the City of Port Orange and described on Exhibit "A", which is attached hereto and by reference made a part hereof (the "Property").

2. **CONFORMANCE WITH COMPREHENSIVE PLAN**
   The City has determined that the Property is suitable in size, location and character for the uses proposed, that the uses proposed meet the needs of the City, and that the uses proposed are consistent with the City's Comprehensive Plan as of the date of adoption of this Agreement enacting the zoning provided herein.

3. **DEVELOPMENT**
   The Property shall generally be developed as a multi-tenant commercial and office project, with a long term residential component, short term "vacation rental" residential component, event venue and boat slips for rent to motorized boats and other water based activities, subject to permitting and compliance with the City's Land Development Code and the Volusia County Manatee Protection Plan, except where specifically deviated from in this PCD, as depicted on the Conceptual Development Plan ("CDP") prepared by Parker Mynchenburg and Associates, which is attached hereto and incorporated herein as Exhibit "B" and as more particularly described below.

4. **DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN**
   A. Development of the Property shall be controlled by the terms and conditions of this Master

Development Agreement (the "Agreement") and the CDP, which is attached hereto and incorporated herein as Exhibit "B". The CDP generally depicts the planned layout of improvements to the Property. Collectively, this Agreement and the CDP for the Property may be referred to as the "Plan". In case of conflict between any textual provision of this Agreement and the CDP, the textual provision of this Agreement shall control. If the Agreement is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the CDP. Except as otherwise provided in this Agreement, in the event of a conflict between the terms and provisions of the Plan and the City's ordinances, the requirements of the City's ordinances shall control. If the Plan fails to address a particular subject or requirement, the requirements of the applicable City ordnance(s) as defined by the Land Development Code of the City of Port Orange, Florida ("LDC"), shall control.

B. The parties acknowledge that compliance with the environmental preservation requirements of the LDC may necessitate modifications of the CDP. In the event modifications to comply with the LDC are required, and modifications to the CDP are not in conflict with the textual provisions of this Agreement and LDC requirements are not superseded by this Agreement, the modifications shall be deemed "minor" and may be approved without formal amendment of this Agreement. Minor modifications shall require the written approval by the Administrative Official, who is defined in the LDC. If the Owner & Developer is not satisfied with the suggested resolution or the decision of the City Administrative Official categorizing the modifications as minor or major, the Owner & Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council.

C. An administrative variance from the dimensional requirements in this MDA may be granted when such variance would be equal to or less than ten percent of the required dimension, when deemed appropriate by the Administrative Official, who is defined in the LDC. Application for administrative variances from the dimensional requirements shall be made on the appropriate forms provided by the Community Development Department for that purpose.

5. PERMITTED USES

A. 4009 Halifax Drive (6303-11-01-0022 and 6303-11-01-0030) Parcels A and C
Uses allowed within the Mixed Use Center ("MXU") zoning district and 2 Residential Units (Long Term or Short Term) shall be permitted.

B. 4075 Ridgewood Avenue (Parcel 6303-11-01-0012) Parcel B
Uses allowed within the Ridgewood Development ("RD") zoning district shall be permitted, along with one restaurant/food service with a drive thru.

C. 4085 Ridgewood Avenue (Parcel 6341-04-05-0020) Parcel D
Uses allowed within the Mixed Use Center ("MXU") zoning district, bike and run race staging (Special Events would need approval per the Code of Ordinances) and Mobile Commercial (for commercial uses as identified in the Mixed Use Center ("MXU") zoning district, see Exhibit "C") shall be permitted.

D. 4147 Ridgewood Avenue (Parcel 6341-04-03-0010) Parcel F
Uses allowed within the Mixed Use Center ("MXU") zoning district shall be permitted, with a maximum of 4 residential units.

E. 4106 Halifax Drive (above drive thru feature) (Parcel 6341-04-05-0050) Parcel E
One residential rental unit with no minimum or maximum rental time period to be occupied only by the business owner or manager of a business located within the PCD Property.

F. 4108 Halifax Drive (Parcel 6341-04-05-0050) Parcel E and G
The square-footage for uses within this structure is limited to the 1st floor until all the properties located on Halifax Drive, between 4108 Halifax Dr. and Meeker Place have been rezoned to a commercial or mixed-use zoning district*

- Single family residence**
- Restaurant – No Drive-thru

- Ice cream shop
- Retail
- Professional and medical office
- Bed and breakfast inn
- 12 slip Marina for Motorized watercraft slip rental and water related activities***

G. 4084 Halifax Drive (Parcel 6341-04-05-0010) Parcel H and I

- Uses allowed within the Mixed Use Center ("MXU") zoning district
- 8 Residential Units (Long Term or Short Term)
- 12 slip Marina for Motorized watercraft slip rental and water related activities***
- Event Venue
- Mobile Commercial (for all commercial uses as identified in the Mixed Use Center ("MXU") zoning district, see Exhibit "C")

* The existing single-family dwelling at 4108 Halifax Dr. is a non-confirming use and will be subject to the provisions regarding non-conforming uses and structure outline in Chapter 3 of the LDC.

** Special owner-occupancy provisions. The City shall permit given business owners/managers to reside in a dwelling unit which is set within the principal (business establishment) structure, provided these establishments comply with all other requirements of the LDC and adopted building and fire codes.

*** Marina dock will be allowed to extend more than 100ft from the Halifax Drive bulkhead subject to the Volusia County Manatee Protection Plan and Florida Department of Environmental Protection permitting.

6. DIMENSIONAL REQUIREMENTS

Maximum Building Coverage of Total PCD Area: 35%
Minimum Open Space of Total PCD Area: 30%
Maximum Floor Area Ratio (FAR) of Total PCD: 1.0
Minimum Building Setbacks, Maximum Building Heights, and Drive Aisle Widths:

4009 Halifax Drive (Parcels 6303-11-01-0022 and 6303-11-01-0030) Parcels A and C
Dunlawton Avenue -0' **
East of Halifax Drive -0' **
West of Halifax Drive -0' **
Side -0' **
Maximum Height -45'

4075 Ridgewood Avenue (Parcel 6303-11-01-0012) Parcel B
Ridgewood Avenue -12'
Dunlawton Avenue -20'
Rear -10'
Side -10'
Maximum Height -45'

4085 Ridgewood Avenue (Parcel 6341-04-05-0020) Parcel D
Ridgewood Avenue -10'
Rear -10'
Side -10'
Maximum Height -45'

4147 Ridgewood Avenue (Parcel 6341-04-03-0010) Parcel F
Ridgewood Avenue -
12' Rear – 10'***
South Side -10'
North Side - 0'

Maximum Height -45’

4106/4108 Halifax Drive (Parcel 6341-04-05-0050) Parcels E and G
West of Halifax Dr – 40’*
East of Halifax Dr – 0’
North side of Entry Feature - 2.5’
South Side -5’***
Rear -10’ ***
Rear of Entry Feature - 8’
Maximum Height - 35’
Driveway Setback - 5’
Marina Pier Access – 15’ from side property lines
One Way Driveway Width - 10’

4084 Halifax Drive (Parcel 6341-04-05-0010) Parcel H and I
West of Halifax Dr – 20’
East of Halifax Dr – 0’
North Side - 5’ for new construction and 4’ for existing structures
South Side - 0’
Rear -0’
Maximum Height - 45’
Marina Pier Access – 15’ from side property lines
(See Exhibit “H” for reference)

*Setback may be reduced to 10’ once all the properties located on Halifax Drive, between Dunlawton Avenue and Meeker Place have been rezoned to commercial or mixed-use zoning district
**Setback takes into account the 4009 Halifax Drive existing building location and is designed to allow that as well as the parking lot at 4009 Halifax Drive to remain in its current location without change
***Commercial building rear setbacks adjoining residential zoning shall be equal to or greater than the building height
****Parcels D and F are proposed to be combined via Unity of Title or lot combination. The internal lot line will be eliminated and the proposed building on Parcel F may encroach onto Parcel D

7. MAINTENANCE OF COMMON AREAS AND AMENITIES

The owner of parcel 6303-11-01-0022, their successors and assigns shall be jointly and severally responsible for the maintenance of the common facilities of the Property. A declaration of covenants and restrictions addressing the obligations and rights of all the Property subject to this MDA shall be required at the time of site plan submittal.

8. LANDSCAPE BUFFER AND OPAQUE SCREENING

4009 Halifax Drive (Parcels 6303-11-01-0022 and 6303-11-01-0030)
Dunlawton Avenue -0’*
East of Halifax Drive -0’*
West of Halifax Drive -0’*
Rear -0’*
Side -0’*

4075 Ridgewood Avenue (Parcel 6303-11-01-0012)
Ridgewood Avenue -10’
Dunlawton Avenue -3’
Rear -5’
Side -1’ minimum, average of 5’

4085 Ridgewood Avenue (Parcel 6341-04-05-0020)
Ridgewood Avenue -10'
Rear -5'
Side -5'

4147 Ridgewood Avenue (Parcel 6341-04-03-0010)
Ridgewood Avenue -10'
Rear -10'
Side -5'

4106/4108 Halifax Drive (Parcel 6341-04-05-0050)
West of Halifax Dr - 10'
East of Halifax Dr - 0'
Rear - 0'
North Side - 2.5'
South Side -5'

4084 Halifax Drive (Parcel 6341-04-05-0010)
West of Halifax Dr - 0'
East of Halifax Dr - 0'
Rear - 0'
North Side - 5' for new construction and 0' for existing structures
South Side - 0'

*Landscape buffer takes into account the 4009 Halifax Drive existing building location and is designed to allow that as well as the parking lot at 4009 Halifax Drive to remain in its current location without change
**Two (2) palm trees can be substituted for every one (1) required shade tree within the buffer to satisfy minimum buffer planting requirements.
***A minimum six-foot (6') opaque fence or wall is to be installed on south side of the 4108 Halifax Drive property when or if the property is converted into a non-residential use that abuts a residential zoning district. General location of the fence or wall is shown on the CDP.
****Landscape buffers may be reduced to 0' along internal PCD property lines.
*****Vehicle Use Area Landscaped Islands will be permitted to be 5% of all properties

9. ARCHITECTURAL/DESIGN STANDARDS

A. All buildings and accessory structures in the PCD area shall be developed in compliance with the terms of Chapter 14 of the LDC as to architectural requirements.
B. If the structure at 4108 Halifax Drive is demolished or expanded, the architectural design of the new or expanded commercial structure must be consistent with the architectural design of the structures located on Halifax Drive, south 4108 Halifax Drive. The architectural design requirement for 4108 Halifax will defer back to Chapter 14 of the LDC upon all the properties located on Halifax Drive, between 4108 Halifax Dr. and Meeker Place being rezoned to a commercial or mixed-use zoning district.

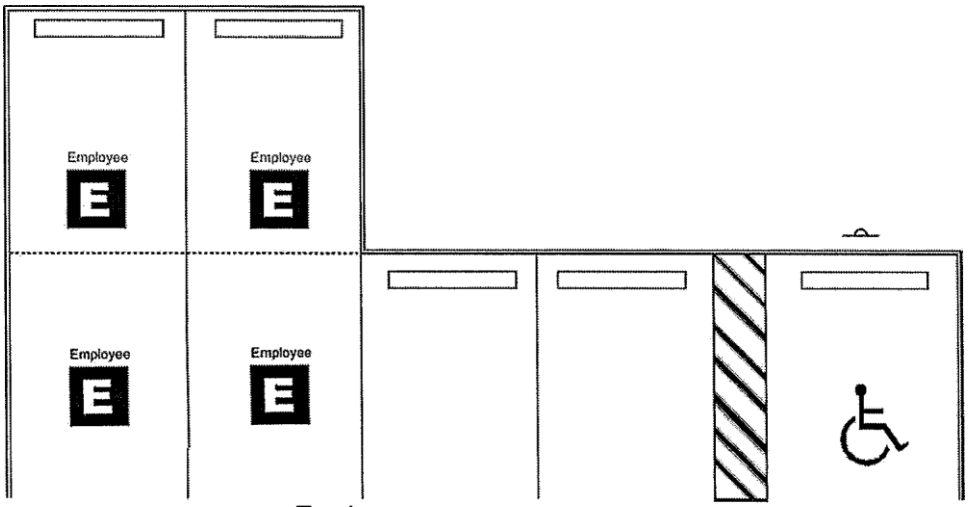
10. PARKING AND ACCESS

Per provided Catfish Commons Shared Parking Allocation in "Exhibit D", all parking is considered common and shared throughout the entire Catfish Commons PCD, regardless of the address it is constructed on.

A. Parking spaces will be permitted to be 9' wide and 19' deep.
B. Minimum number of off-street parking will be provided as required by Exhibit D.
C. Per Case No., (11-70000002), 4085 Ridgewood Avenue provides 29 "off-site" parking spaces for 4009 Halifax Drive.
D. The minimum 10ft wide one-way driveway shown on the CDP is for circulation of traffic from 4108 Halifax Drive west to the parking lot at 4085 Ridgewood Avenue. Eastbound vehicular traffic is not

permitted onto Halifax Drive.

E. 4106 Halifax Drive residential unit parking ratio shall be 1 space for 1 unit.
F. 4085 Ridgewood Avenue and 4084 Halifax Drive Mobile Commercial parking ratio shall be 3 spaces for 1 unit.
G. 4009 Halifax Drive parking lot layout, space size and drive aisle size, dimensions and locations are considered existing non-conforming as shown on the CDP and shall be permitted to remain as is including but not limited to existing 10' one way drive aisle widths and existing 8.5" wide parking spaces.
H. Riverfront Parking spaces at 4084 and 4108 Halifax Drive east of Halifax Drive for the Marina and the Parking Spaces on the West edge of Halifax Drive on 4084 Halifax Drive are permitted to back out onto Halifax Drive provided they are angled at a minimum of 60 degrees. (Exhibit "I")
I. Parking spaces for mixed-use development at 4084 Halifax Drive are permitted to back out onto Halifax Drive provided they are angled at a minimum of 60 degrees and that the existing 4-foot wide public sidewalk is re-routed to the west side of the subject spaces as a public access 5-6 foot wide sidewalk (to be determined at site plan review). The subject space may also encroach into the portion of the Halifax Drive right-of- way, outside of the drive lanes, currently developed with a continuous concrete apron, subject to approval of a License Agreement.
J. 4085 Ridgewood Avenue new two-way drive aisle width with no parking backing into it running north/south directly on the east edge of the building structure shall be permitted to be 20' wide.
K. 4085 Ridgewood Avenue existing two-way drive aisle width with no parking backing into it on the east end of the parking lot between eastern most parking spaces and retention pond shall be permitted to be 16' wide.
L. Tandem parking spaces: The spaces shall be reserved for use by employees. Such spaces shall be identified or designated for employee parking through the use of signage or pavement markings. Dimensions for tandem parking spaces are the same as required for standard parking spaces in this MDA.



Tandem spaces

M. Landscape Curb will be permitted to angle into parking spaces that are located directly in front of the building on 4075 Ridgewood Avenue parcel only, to expand and enhance the landscape beds as shown for example in Exhibit "F". Parking spaces will have to meet ADA Code.
N. Overall Parking provided for all properties located within the Catfish Commons PCD falls under the Land Development Code Chapter 12, Section 4, item d (3) Reduction for mixed or joint use of parking spaces.
O. Any Dock within the Catfish Commons PCD area will be permitted to be a Water Taxi Docking location.

11. **DOCK / WATER ACCESS**

The properties at 4108 Halifax Drive (Parcel 6341-04-05-0050, Parcels E and G) and 4084 Halifax Drive (Parcel 6341-04-05-0010, Parcel H and I) shall be permitted to have a total of 24 boat slips for

rent to the public. The dock may be floating or stationary and constructed out of wood, composite material or cement and will be allowed to extend more than 100ft from the Halifax Drive bulkhead subject to the Volusia County Manatee Protection Plan and Florida Department of Environmental Protection permitting and as otherwise required by any other applicable local, state and federal laws. The slips may be rented to both motorized and non-motorized vessels at the owner/operator's discretion. The sale of gas and overnight live-aboard vessels shall be prohibited. The rental of motorized and non-motorized vessels to the public shall be a permitted use. Additionally, the dock may be used as an access point in and out of the water for any special event permitted on the property. Twelve (12) parking spaces shall be permitted east of Halifax Drive to support the Marinas.

12. **ROAD & ACCESS WAYS**

All roadways, drives, sidewalks, pathways, bike paths, and walkways providing access within and throughout the Property shall be private and privately maintained in accordance with declaration of covenants and restrictions recorded in the public records by the Owner & Developer.

13. PUBLIC UTILITIES AND STORMWATER MANAGEMENT

A. Public utilities shall be designed to meet the City's specifications and requirements of the LDC and City Standard Construction Details.

B. Stormwater shall be retained as generally depicted on the CDP. The Owner & Developer shall comply with the LDC, City Standard Construction Details and the rules and regulations of the St. John's River Water Management District concerning storm water drainage. The Owner & Developer shall provide all required easements to the City over the proposed retention area and related stormwater structures.

C. There are existing structures that are nonconforming structures, as defined in the LDC prior to being rezoned into the subject PCD, which encroach over existing stormwater pipes and the area where a drainage easement is to be established pursuant to the LDC. These nonconforming structures, may remain in their current location as generally shown on the CDP; however, with the application for site plan approvals, the Owner & Developer shall be required to provide a drainage easement or document similar thereto, to include language substantially similar to the following:

"Grantee agrees that in the event the nonconforming structure is destroyed, damaged or repairs exceed the limits set forth in Ch. 3, Art. II, Section 8, LDC, the nonconforming structure shall not be re-installed or re-constructed in the location of the encroachment, pursuant to Ch. 3, Art. II, Section 8, LDC."

14. SIGNAGE

The signage for the PCD properties shall be in compliance with the terms of Chapter 15 of the LDC with the following exceptions:

A. The tenant at 4009 Halifax Dr shall be permitted to have a sign panel on the monument sign at 4075 Ridgewood Avenue and 4085 Ridgewood Avenue. The multi-tenant monument signs at 4075 Ridgewood Avenue and 4085 Ridgewood Avenue may have a maximum sign area not to exceed 84 square feet.

B. A Commemorative Sign (not to exceed 64 sq ft) located on the building at 4075 Ridgewood Avenue shall be permitted separate from the allowable square footage for wall signs on that building. The commemorative signage will not count towards the maximum wall sign area allowed for the building and will be similar to the signage depicted on Exhibit "G".

C. The following signage is allowed for the property at 4108 Halifax Drive: 1 (one) "post" sign (see Exhibit "E" for example)
    i. Max Height: 6'
    ii. Max Sign Area: 24 SF

D. Externally illuminated or non-illuminated wall signage shall be permitted when or if the existing single-family residence at 4108 Halifax Dr. is converted to a commercial use. The colors and material shall compliment and coordinate with the appearance of the structure. Maximum sign height and area as allowed by Chapter 15 of the LDC for an individual commercial use.

E. Off-site signage on parcels within the PCD area is allowed for any business within the PCD. Signage shall otherwise be permitted as per the requirements in the LDC for directional signage.
F. A Mural located on the buildings at 4075 Ridgewood Avenue and 4084 Halifax Drive shall be permitted separate from the allowable square footage for wall signs on each of those buildings. The Murals will not count towards the maximum wall sign area allowed for the buildings and will be similar to the signage depicted on Exhibit "H".

15. PHASING

The PCD Property can be re-developed in multi-phases or as a single phase as shown on the CDP. The phases can be developed in any order.

- 4085 Ridgewood Avenue Mobile Commercial
- 4075 Ridgewood Avenue multi-tenant building and associated parking improvements
- 4108 Halifax Drive Single Family Dwelling conversion to commercial
- 4147 Ridgewood Avenue 3 story building and associated parking improvements
- 4108 Halifax Drive 12 slip Marina and associated parking improvements
- 4084 Halifax Drive Mixed Use Center and associated parking improvements
- 4084 Halifax Drive 12 slip Marina and associated parking improvements
- 4084 Halifax Drive Mobile Commercial
- 4084 Residential units and associated parking improvements
- 4009 Halifax Drive Long Term or Short Term Residential Units

16. ENVIRONMENTAL CONSIDERATIONS

A. Owner & Developer shall comply with all rules, statues, laws and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Fish and Wildlife Commission. Compliance with the City Environmental Preservation Code may necessitate modification of the CDP.

17. EFFECTIVE DATE AND EXPIRATION

A. This Agreement shall be effective upon recording by the City at the Owner & Developer's expense in the public records of Volusia County, Florida not later than thirty (30) days from the date the City Council approves the re-zoning. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of the City's actions as zoning authority or until this Agreement expires.
B. Development of the Catfish Commons PCD shall commence within five (5) years from the date of executions of this Agreement. The term "Development" shall be defined by the LDC.

18. AMENDMENTS

A. Amendments to this Agreement, other than minor modifications to the CDP as referred to in Section 3 of this Agreement, shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied, and the City.
B. Before amending this Agreement, the City shall conduct one or more public hearings. At the City's option, one of the public hearings may be held by the Planning Commission.
    1. Notice of intent to consider an amendment to this Agreement shall be published by the City, at the Owners cost, in a newspaper of general circulation and readership in Volusia County, Florida.
    2. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes, as amended from time to time.
    3. The day, time, and place at which the second public hearing shall take place shall be announced at the first public hearing.
    4. The notices required above shall specify the location of the PCD Property, the location of that portion of the PCD Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:
        i. Changes permitted, conditional, and/or prohibited uses proposed.
        ii. Changes in building intensities and/or height proposed.
    5. All notices shall specify a place where a copy of the proposed amendment can be obtained.

19. CONFORMANCE WITH LAWS

A. The Owner & Developer agrees:

1. To develop the Property according to all regulations of the City to the extent those regulations are not inconsistent with the Plan for the Property.
2. To be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

20. ENFORCEABILITY

If any provision of this agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

21. PRIOR AGREEMENTS

This Agreement represents the complete understanding by and between the parties with respect to the development and continued use of the subject PCD Property. This Agreement shall be an amendment to and restatement of, and shall supersede and replace the Original MDA and First Amendment. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and suspended by this Agreement. Any amendment to this Agreement shall be in writing and signed by the City and the Owner(s).

22. POLICE POWER

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of the attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

23. WAIVER OF FUTURE CITY FEES

Any and all city development review application submittal, site inspection, building permit, building inspection, and approval fees for future Comprehensive Plan Amendments, MDA Amendments, and all development related applications within Catfish Commons PCD excluding impact fees and stormwater special assessment fee are hereby waived for a period of 5 years from the recording date of this Second Re-stated Master Development Agreement Catfish Commons Planned Commercial Development.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Restated Catfish Commons Planned Commercial Development Master Development Agreement, by and through their duly authorized representatives, on the respective dates below.

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
a Chartered Municipal Corporation

_____
Name: _____

Name: _____

Name: _____

Name: _____

By: _____
Scott Stiltner, Mayor

Date: _____

Attest: _____
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 _____, 2025 by Scott Stiltner, as Mayor and Robin L. Fenwick, as City Clerk, both of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that he is duly authorized to execute the foregoing agreement on behalf of the city. He is personally known to me.

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

WITNESSES:

BRENDAN AND SHANNON GALBREATH,
Property owners

Name: _____

Name: _____

By: _____
Brendan Galbreath, Property Owner

Date: _____

Name: _____

Name: _____

By: _____
Shannon Galbreath, Property Owner

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of [_] physical presence or [_] online notarization, this __ day of _____, 2025 by Brendan and Shannon Galbreath property owners, who are [ ] personally known to me or [ ] who have produced _____ as identification and who did not take an oath.

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

WITNESSES:

COMMONS 4075 LLC,
Property owner
By: _____
Brendan Galbreath, Member,
Commons 4075 LLC,

_____
Name: _____

Name: _____

Date: _____

By: _____
Shannon Galbreath, Member,
Commons 4075 LLC,

_____
Name: _____

Name: _____

Date: _____

Eric Gaffka Revocable Living Trust dated
December 1, 1999
By: _____
Eric Gaffka, Trustee,
Member, Commons 4075 LLC,
Date: _____

_____
Name: _____

Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of [_] physical presence or [_] online notarization, this ____ day of _____, 2025 by Brendan and Shannon Galbreath, property owners, who are [ ] personally known to me or [ ] who have produced _____ as identification and who did not take an oath.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of [_] physical presence or [_] online notarization, this ____ day of _____, 2025 by Eric Gaffka, Trustee, who are [ ] personally known to me or [ ] who have produced _____ as identification and who did not take an oath.

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

WITNESSES:

HALIFAX 4084 LLC,
Property owner
By: _____
Brendan Galbreath, Member,
Halifax 4084 LLC,

_____
Name: _____

Name: _____

Date: _____

_____
Name: _____

By: _____
Shannon Galbreath, Member,
Halifax 4084 LLC,

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 _____, 2025 by Brendan and Shannon Galbreath, property owners, who are [ ] personally known to me or [ ] who have produced _____ as identification and who did not take an oath.

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

Exhibit “A”

Legal Description

6 Parcels Combined West of Halifax Drive

ALL OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6250 PAGE 4505,

ALL OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 8057 PAGE 4666,

ALL OF OFFICIAL RECORDS BOOK 6928 PAGE 1511, LYING WESTERLY OF THE WEST RIGHT OF WAY LINE OF HALIFAX DRIVE,

ALL OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6598 PAGE 1462,

ALL OF OFFICIAL RECORDS BOOK 6598 PAGE 1462,

AND ALL OF OFFICIAL RECORDS BOOK 7781, PAGE 4878, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID OFFICIAL RECORDS BOOK 6250 PAGE 4505, THENCE, THE FOLLOWING:

THENCE S 26°05’26” E A DISTANCE OF 142.22 FEET;

THENCE S 76°48’21” W A DISTANCE OF 181.53 FEET;

THENCE S 24°27’17” E A DISTANCE OF 137.06 FEET;

THENCE N 65°14’09” E A DISTANCE OF 180.91 FEET;

THENCE S 26°20’47” E A DISTANCE OF 154.91 FEET;

THENCE S 65°18’12” W A DISTANCE OF 152.63 FEET;

THENCE S 25°41’50” E A DISTANCE OF 70.23 FEET;

THENCE S 65°14’55” W A DISTANCE OF 96.58 FEET;

THENCE S 26°19’51” E A DISTANCE OF 39.95 FEET;

THENCE S 65°25’49” W A DISTANCE OF 191.93 FEET;

THENCE ALONG A NON-TANGENT CURVE CONCAVE SOUTHEAST, HAVING AN ARC LENGTH OF 44.55 FEET, A RADIUS OF 11509.20 FEET, A DELTA ANGLE OF 00°13’18”, AND A CHORD BEARING OF N 26° 30’15” W, CHORD LENGTH OF 44.55 FEET,

THENCE N 26°36’54” W A DISTANCE OF 254.92 FEET;

THENCE N 21°45’31” W A DISTANCE OF 38.26 FEET;

THENCE ALONG A NON-TANGENT CURVE CONCAVE SOUTHEAST, HAVING AN ARC LENGTH OF 178.87 FEET, A RADIUS OF 134.30 FEET, A DELTA ANGLE OF 76°18’37”, AND A CHORD BEARING OF N 16°26’05” E, CHORD LENGTH OF 165.94 FEET,

THENCE N 57°26’23” E A DISTANCE OF 124.09 FEET;

THENCE N 57°29’48” E A DISTANCE OF 206.21 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 166,137 SQUARE FEET, 3.81 ACRES

4084 and 4108 Halifax Drive Upland Parcels East of Halifax Drive

All OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 6928, PAGE 1511, AND OFFICIAL BOOK 8335, PAGE 4257, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EASTERLY OF HALIFAX DRIVE, A 40 FOOT WIDE ROAD PER DEEDS, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTH LINE OF SAID OFFICIAL RECORD BOOK 6928, PAGE 1511, AND THE EASTERLY LINE OF SAID HALIFAX DRIVE;

THENCE N 26’20’47” W ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 79.93 FEET;

THENCE ALONG NORTH LINE OF SAID OFFICIAL RECORD BOOK 8335, PAGE 4257, N 65’14’09” E, A DISTANCE OF 21.52 FEET TO AN INTERSECTION WITH THE EAST FACE OF AN EXISTING CONCRETE SEAWALL;

THENCE THE NEXT THREE COURSES ALONG SAID EAST FACE OF CONCRETE SEAWALL:
1) THENCE S 23’45’20” E A DISTANCE OF 79.92 FEET;
2) THENCE S 65’15’37” W A DISTANCE OF 4.93 FEET
3) THENCE S 25’24’07” E A DISTANCE OF 75.01 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 6928, PAGE 1511

THENCE S 65’18’12” W ALONG SAID SOUTH LINE OF OFFICIAL RECORDS BOOK 6928, PAGE 1511, A DISTANCE OF 11.74 FEET TO AN INTERSECTION WITH SAID EAST LINE OF HALIFAX DRIVE ;

THENCE N 26’20’47” W ALONG SAID EAST LINE OF HALIFAX DRIVE, A DISTANCE OF 75.03 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 2,505 SQUARE FEET, 0.06 ACRES

4009 Halifax Drive Upland Parcel East of Halifax Drive

A PORTION OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF HALIFAX DRIVE, A 40 FOOT RIGHT-A-WAY, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF DUNLAWTON AVENUE (S-421) RUN N57’37’14”E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DUNLAWTON AVENUE, A DISTANCE OF 29.11 FEET, THENCE S24’38’37”E CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 59.61 FEET; THENCE N62’03’04”E CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 32.74 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN S55’45’42”E, A DISTANCE OF 0.38 FEETTO AN INTERSECTION WITH THE SAFE UPLAND LINE (ELEVATION 1.50 FEET) ; THENCE ALONG SAID SAFE UPLAND LINE THE FOLLOWING COURSES AND DISTANCES; S28’52’21”W, A DISTANCE OF 16.40 FEET; THENCE S24’32’32”W, A DISTANCE OF 7.63 FEET; THENCE S27’35’16”W, A DISTANCE OF 13.28 FEET; THENCE S22’13’35”3E, A DISTANCE OF 79.19 FEET TO A POINT OF THE FACE OF A CONCRETE SEAWALL; THENCE S23’38’31”E ALONG SAID SEAWALL, A DISTANCE OF 25.45 FEET TO THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF HALIFAX DRIVE; THENCE N26’04’47”W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 155.65 FEET TO THE POINT OF BEGINNING.

HAVING AND AREA OF 4839.18 SQUARE FEET, .11 ACRES

CATFISH COMMONS PCD CONCEPTUAL DEVELOPMENT PLAN

"EXHIBIT B"

LAND USE CALCULATION:

SITE AREA = 6 COMBINED PARCELS = 3.81 AC
SITE AREA PARCEL A = 0.11 AC
SITE AREA PARCEL G & I = 0.06 AC

TOTAL SITE AREA PARCELS A–I = 3.98 AC

PARCEL A & C #630311010030, #630311010022 = 27,179 SF (0.62 AC)
EXISTING PAVEMENT = 20,575 SF (0.47 AC)
EXISTING BUILDING = 4,792 SF (0.11 AC)
TOTAL IMPERVIOUS AREA = 25,367 SF (0.58 AC) = 93.33%
TOTAL OPEN SPACE AREA = 1,812 SF (0.04 AC) = 6.67%

PARCEL B #630311010012 = 47,693 SF (1.09 AC)
PROPOSED PAVEMENT = 25,229 SF (0.58 AC)
PROPOSED PAVERS = 613 SF (0.01 AC)
PROPOSED CONCRETE = 476 SF (0.01 AC)
PROPOSED BUILDING = 6,513 SF (0.15 AC)
TOTAL IMPERVIOUS AREA = 32,831 SF (0.75 AC) = 68.84%
TOTAL OPEN SPACE AREA = 14,863 SF (0.34 AC) = 31.16%
TOTAL BUILDING COVERAGE = 6,513 SF/47,693 SF = 13.66%

PARCEL D #634104050020 = 55,236 SF (1.27 AC)
EXISTING PAVEMENT = 27,324 SF (0.63 AC)
EXISTING CONCRETE = 2,452 SF (0.06 AC)
EXISTING BUILDING = 7,090 SF (0.16 AC)
PROPOSED PAVEMENT = 550 SF (0.01 AC)
PROPOSED CONCRETE = 155 SF (0.003 AC)
TOTAL IMPERVIOUS AREA = 37,571 SF (0.86 AC) = 68.02%
TOTAL OPEN SPACE AREA = 17,665 SF (0.41 AC) = 31.98%
TOTAL BUILDING COVERAGE = 7,090 SF/55,236 SF = 12.84%

PARCEL E & G #634104050050 = 10,810 SF (0.25 AC)
EXISTING CONCRETE = 2,740 SF (0.06 AC)
EXISTING BUILDINGS = 2,124 SF (0.05 AC)
PROPOSED CONCRETE = 910 SF (0.02 AC)
TOTAL IMPERVIOUS AREA = 5,774 SF (0.13 AC) = 53.41%
TOTAL OPEN SPACE AREA = 5,036 SF (0.12 AC) = 46.59%
TOTAL BUILDING COVERAGE = 2,124 SF/10,810 SF = 19.65%

PARCEL F #634104030010 = 7,606 SF (0.17 AC)
PROPOSED PAVEMENT = 2,148 SF (0.05 AC)
PROPOSED CONCRETE = 249 SF (0.006 AC)
PROPOSED BUILDING = 1,610 SF (0.04 AC)
TOTAL IMPERVIOUS AREA = 4,007 SF (0.09 AC) = 52.68%
TOTAL OPEN SPACE AREA = 3,599 SF (0.08 AC) = 47.32%
TOTAL BUILDING COVERAGE = 1,610 SF/7,606 SF = 21.17%

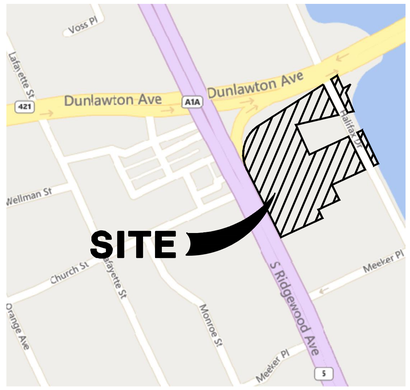
PARCEL H & I #634104050010 = 25,225 SF (0.58 AC)
EXISTING CONCRETE & PAVEMENT = 9,130 SF (0.21 AC)
EXISTING BUILDINGS = 5,346 SF (0.12 AC)
PROPOSED PAVEMENT = 4,747 SF (0.11 AC)
TOTAL IMPERVIOUS AREA = 19,223 SF (0.44 AC) = 76.21%
TOTAL OPEN SPACE AREA = 6,002 SF (0.14 AC) = 23.79%
TOTAL BUILDING COVERAGE = 5,346 SF/25,225 SF = 21.19%

LAND USE SUMMARY:

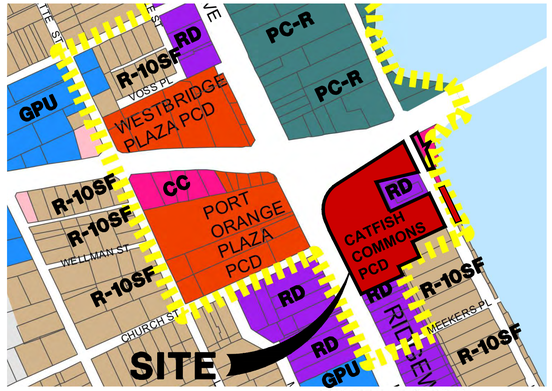
TOTAL COMBINED SITE AREA = 173,749 SF (3.98 AC)
TOTAL IMPERVIOUS AREA = 124,773 SF (2.86 AC) = 71.81%
TOTAL OPEN SPACE AREA = 48,976 SF (1.12 AC) = 28.19%
TOTAL BUILDING COVERAGE = 27,475 SF/173,749 SF = 15.81%

NOTES:

1. COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL PLAN PER LDC CHAPTER 17, SECTION 18(G)(2)(K).

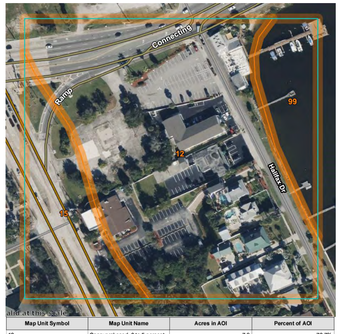


VICINITY MAP
SCALE 1" = 300'



ZONING MAP
SCALE 1" = 300'

GPU Government/Public Use
PC-R Planned Community-PO Riverwalk
CC Community Commercial
RD Ridgewood Development
R-10SF Single Family Residential
Riverwalk Overlay District



Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
12	Canaveral sand, 0 to 5 percent slopes	7.9	70.7%
15	Cocoa sand, 0 to 5 percent slopes	2.0	18.2%
99	Water	1.2	11.1%
Totals for Area of Interest		11.1	100.0%

SOIL MAP

FEMA FLOOD MAP
ZONES = X AND AE
MAP EFFECTIVE DATE 09/29/17

ENGINEER/LANDSCAPE ARCHITECT:

PARKER MYNCHENBERG & ASSOCIATES, INC.
PARKER MYNCHENBERG P.E. #32645
PARKER MYNCHENBERG L.A. #1553
CERTIFICATE OF AUTHORIZATION NUMBER: 00003910
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677–6891 FAX (386) 677–2114
EMAILS: info@parkermynchenberg.com
sbuswell@parkermynchenberg.com

ARCHITECT:

BPF DESIGN
BRIAN FREDLEY
207 FAIRVIEW AVENUE
DAYTONA BEACH, FLORIDA 32114 PHONE:
(386) 257–0502
FAX: (386) 257–1050
E–MAIL: BPFDESIGN@CFL.RR.COM

SURVEYOR:

CULLUM LAND SURVEYING, INC.
5889 S. WILLIAMSON BLVD. #205
PORT ORANGE, FL 32128
ph: 386–761–7666
fax: 386–761–7909
GREGGC@CULLUMLANDSURVEYING.COM

PROPERTY OWNERS:

PARCEL B #630611010012
OWNER: COMMONS 4075 LLC
ADDRESS: 4075 RIDGEWOOD AVE,
PORT ORANGE, FLORIDA 32127

PARCEL A & C #630311010030, #630311010022
OWNER: GALBREATH BRENDAN R & SHANNON
ADDRESS: DUNLAWTON AVE,
PORT ORANGE, FLORIDA 32127

PARCEL F #634104030010
OWNER: GALBREATH BRENDAN – TE– TENANCY IN THE ENTIRETY – 100
GALBREATH SHANNON – TE – TENANCY IN THE ENTIRETY – 100
ADDRESS: 4147 RIDGEWOOD AVE,
PORT ORANGE, FLORIDA 32127

PARCEL D #634104050020
OWNER: GALBREATH BRENDAN & SHANNON – 100
ADDRESS: 4085 RIDGEWOOD AVE,
PORT ORANGE, FLORIDA 32127

PARCEL E & G #634104050050
OWNER: GALBREATH BRENDAN R – TE– TENANCY IN THE ENTIRETY – 100
GALBREATH SHANNON M – TE – TENANCY IN THE ENTIRETY – 100
ADDRESS: 4108 HALIFAX DR,
PORT ORANGE, FLORIDA 32127

PARCEL H & I #634104050010
OWNER: HALIFAX 4084 LLC – FS – FEE SIMPLE
ADDRESS: 4084 HALIFAX DR,
PORT ORANGE, FLORIDA 32127

6 PARCELS (PARCELS B, C, D, E, F, & H) COMBINE WEST OF HALIFAX DRIVE LEGAL DESCRIPTION

A COMPOSITE LEGAL DESCRIPTION OF THE FOLLOWING, FOR INFORMATIONAL PURPOSES ONLY, BASED ON A FIELD SURVEY OF THE FOLLOWING OFFICIAL RECORDS BOOK AND PAGES,
ALL OF OFFICIAL RECORDS BOOK 6250 PAGE 4505,
ALL OF OFFICIAL RECORDS BOOK 8057 PAGE 4666,
ALL OF OFFICIAL RECORDS BOOK 6928 PAGE 1511, LYING WESTERLY OF THE WEST RIGHT OF WAY LINE OF HALIFAX DRIVE,
ALL OF OFFICIAL RECORDS BOOK 6598 PAGE 1462,
AND ALL OF OFFICIAL RECORDS BOOK 7781, PAGE 4878, BEING DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF SAID OFFICIAL RECORDS BOOK 6250 PAGE 4505, THENCE, THE FOLLOWING;
THENCE S 26°05'26" E A DISTANCE OF 142.22 FEET;
THENCE S 76°48'21" W A DISTANCE OF 181.53 FEET;
THENCE S 24°27'17" E A DISTANCE OF 137.06 FEET;
THENCE N 65°14'09" E A DISTANCE OF 180.91 FEET;
THENCE S 26°20'47" E A DISTANCE OF 154.91 FEET;
THENCE S 65°18'12" W A DISTANCE OF 152.63 FEET;
THENCE S 25°41'50" E A DISTANCE OF 70.23 FEET;
THENCE S 65°14'55" W A DISTANCE OF 96.58 FEET;
THENCE S 26°19'51" E A DISTANCE OF 39.95 FEET;
THENCE S 65°25'49" W A DISTANCE OF 191.93 FEET;
THENCE ALONG A NON–TANGENT CURVE CONCAVE SOUTHWEST, HAVING AN ARC LENGTH OF 44.55 FEET, A RADIUS OF 11509.20 FEET, A DELTA ANGLE OF 00°13'18", AND A CHORD BEARING OF N 26°30'15" W, CHORD LENGTH OF 44.55 FEET; THENCE N 26°36'54" W A DISTANCE OF 254.92 FEET; THENCE N 21°45'31" W A DISTANCE OF 38.26 FEET; THENCE ALONG A NON–TANGENT CURVE CONCAVE SOUTHEAST, HAVING AN ARC LENGTH OF 178.87 FEET, A RADIUS OF 134.30 FEET, A DELTA ANGLE OF 76°18'37", AND A CHORD BEARING OF N 16°26'05" E, CHORD LENGTH OF 165.94 FEET; THENCE N 57°26'23" E A DISTANCE OF 124.09 FEET; THENCE N 57°29'48" E A DISTANCE OF 206.21 FEET TO THE POINT OF BEGINNING.
HAVING AN AREA OF 166137 SQUARE FEET, 3.81 ACRES

4084 & 4108 (PARCEL G & I) HALIFAX DRIVE UPLAND PARCEL EAST OF HALIFAX DRIVE LEGAL DESCRIPTION

ALL OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6928, PAGE 1511, AND OFFICIAL RECORDS BOOK 8335, PAGE 4257, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EASTERLY OF HALIFAX DRIVE, A 40 FOOT WIDE ROAD PER DEEDS, BEING DESCRIBED AS FOLLOWS: BEGIN AT THE THE INTERSECTION OF THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 6928, PAGE 1511, AND THE EASTERLY LINE OF SAID HALIFAX DRIVE;
THENCE N 26°20'47" W ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 79.93 FEET; THENCE ALONG NORTH LINE OF SAID OFFICIAL RECORDS BOOK 8335, PAGE 4257, N 65°14'09" E, A DISTANCE OF 21.52 FEET TO AN INTERSECTION WITH THE EAST FACE OF AN EXISTING CONCRETE SEAWALL; THENCE THE NEXT THREE COURSES ALONG SAID EAST FACE OF CONCRETE SEAWALKLL: THENCE S 23°45'20" E A DISTANCE OF 79.92 FEET; THENCE S 65°15'37" W A DISTANCE OF 4.93 FEET; THENCE S 25°24'07" E A DISTANCE OF 75.01 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 6928, PAGE 1511; THENCE S 65°18'12" W ALONG SAID SOUTH LINE OF OFFICIAL RECORDS BOOK 6928, PAGE 1511, A DISTANCE OF 11.74 FEET TO AND INTERSECTION WITH SAID EAST LINE OF HALIFAX DRIVE; THENCE N 26°20'47" W ALONG SAID EAST LINE OF HALIFAX DRIVE, A DISTANCE OF 75.03 FEET TO THE POINT OF BEGINNING. HAVING AN AREA OF 2502 SQUARE FEET, 0.06 ACRES

4009 (PARCEL A) HALIFAX DRIVE UPLAND PARCEL EAST OF HALIFAX DRIVE LEGAL DESCRIPTION

(AS SUPPLIED BY CLIENT)
A PORTION OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT–OF–WAY LINE OF HALIFAX DRIVE, A 40 FOOT RIGHT–OF–WAY, WITH THE SOUTHERLY RIGHT–OF–WAY LINE OF DUNLAWTON AVENUE (S–421) RUN N57°37'14"E ALONG THE SOUTHERLY RIGHT–OF–WAY LINE OF SAID DUNLAWTON AVENUE, A DISTANCE OF 29.11 FEET, THENCE S24°38'37'E CONTINUING ALONG SAID RIGHT–OF–WAY LINE, A DISTANCE OF 59.61 FEET; THENCE N62°03'04"E CONTINUING ALONG SAID RIGHT–OF–WAY LINE, A DISTANCE OF 32.74 FEET; THENCE DEPARTING SAID RIGHT–OF–WAY LINE RUN S55°45'42"E, A DISTANCE OF 0.38 FEET TO AN INTERSECTION WITH THE SAFE UPLAND LINE (ELEVATION 1.50 FEET) ; THENCE ALONG SAID SAFE UPLAND LINE THE FOLLOWING COURSES AND DISTANCES; S28°52'21"W, A DISTANCE OF 16.40 FEET; THENCE S24°32'32"W, A DISTANCE OF 7.63 FEET; THENCE S27°35'16"W, A DISTANCE OF 13.28 FEET; THENCE S22°13'35"E, A DISTANCE OF 79.19 FEET TO A POINT OF THE FACE OF A CONCRETE SEAWALL; THENCE S23°38'31"E ALONG SAID SEAWALL, 4.74 FEET; THENCE S76°49'56"W DEPARTING SAID SEAWALL, A DISTANCE OF 25.45 FEET TO THE AFOREMENTIONED EASTERLY RIGHT–OF–WAY LINE OF HALIFAX DRIVE; THENCE N26°04'47"W ALONG SAID RIGHT–OF–WAY LINE, A DISTANCE OF 155.65 FEET TO THE POINT OF BEGINNING. CONTAINING 4839.18 SQUARE FEET 0.11 ACRES

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
5.	12.18.2024	REVISED	ADK
4	12.17.2024	REVISED	ADK
3	12.16.2024	REVISED	ADK
2	11.20.2024	REVISED PER SDRC COMMENTS	ADK
1	09/09/2024	REVISED	MAG

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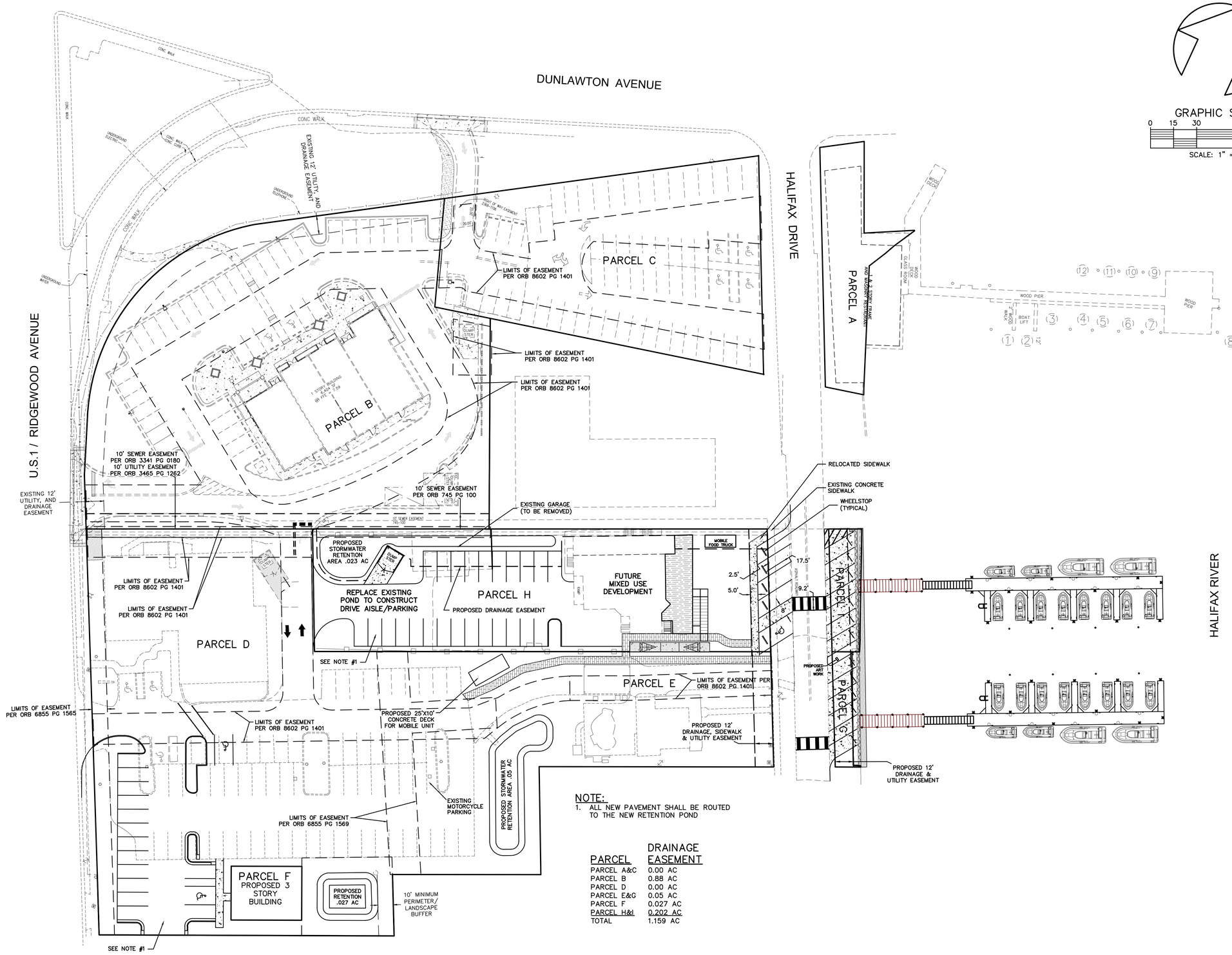
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

CATFISH COMMONS
PORT ORANGE * FLORIDA
PCD CONCEPTUAL DEVELOPMENT PLAN
"EXHIBIT B"

1 OF 2
SHEET NO.

DRAWN BY: ADK
DATE: 11/20/2024
JOB NO. 24–02
SCALE: NONE

SEAL



GRAPHIC SCALE

0 15 30 60 90

SCALE: 1" = 30'

NOTE:

1. ALL NEW PAVEMENT SHALL BE ROUTED TO THE NEW RETENTION POND

PARCEL	DRAINAGE EASEMENT
PARCEL A&C	0.00 AC
PARCEL B	0.88 AC
PARCEL D	0.00 AC
PARCEL E&G	0.05 AC
PARCEL F	0.027 AC
PARCEL H&I	0.202 AC
TOTAL	1.159 AC

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
5	12.18.2024	REVISED	ADK
4	12.17.2024	REVISED	ADK
3	12.16.2024	REVISED	ADK
2	11.20.2024	REVISED PER SDRC COMMENTS	ADK
1	09/09/2024	REVISED	MAG

PARKER MYNCHENBERG & ASSOCIATES, INC.

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CATFISH COMMONS

PORT ORANGE * FLORIDA

PCD CONCEPTUAL DEVELOPMENT PLAN

"EXHIBIT B"

2 OF 2

SHEET NO.

DRAWN BY: ADK

DATE: 11/20/2024

JOB NO. 24-02

SCALE: NONE

SEAL

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
12	Canaveral sand, 0 to 5 percent slopes	7.9	70.7%
15	Cocoa sand, 0 to 5 percent slopes	2.0	18.2%
99	Water	1.2	11.1%
Totals for Area of Interest		**11.1**	**100.0%**

SOILS MAP

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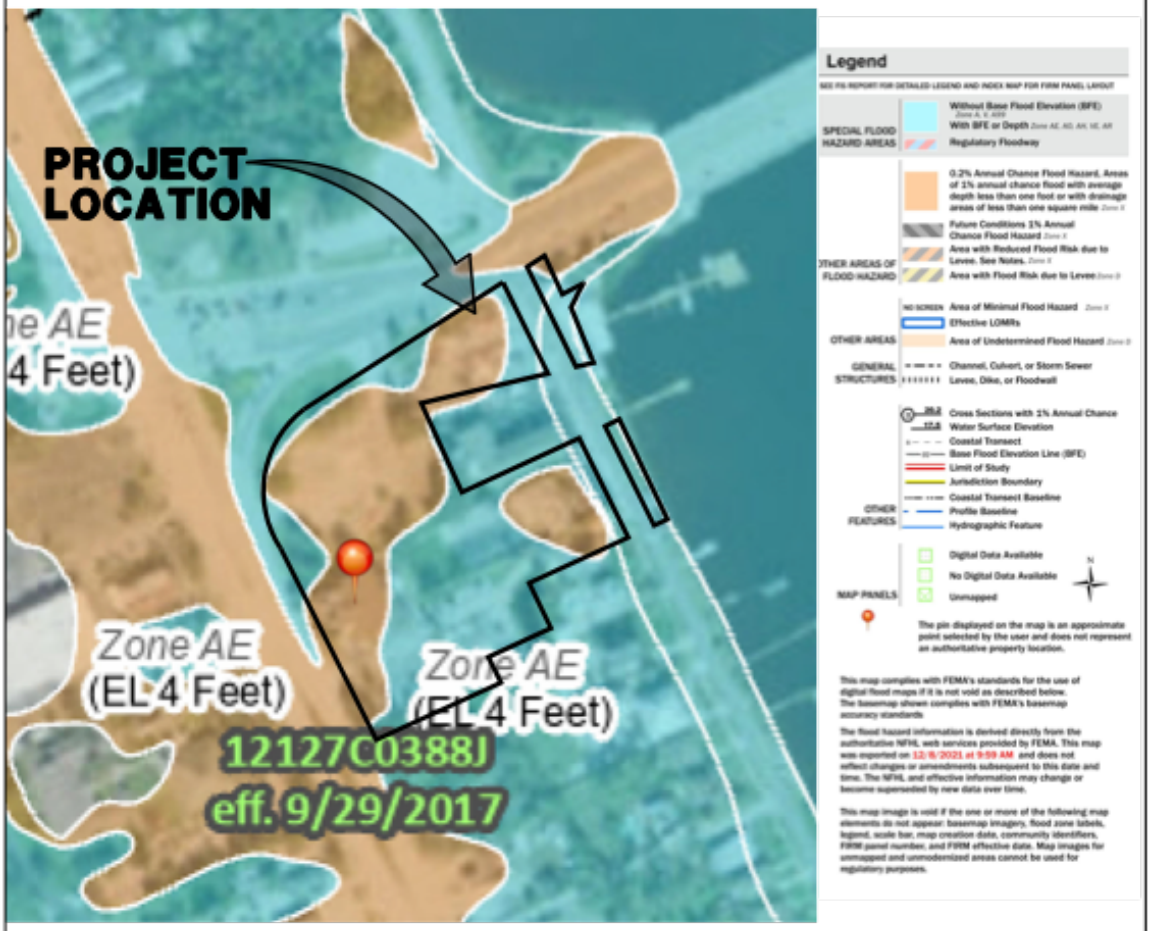
CERTIFICATE OF AUTHORIZATON NUMBER 00003910



FEMA FLOOD MAP

ZONES = X AND AE

MAP EFFECTIVE DATE 09/29/17

SCALE: 1" = 200'

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Exhibit “C”

General Appearance of Mobile Commercial Unit

Exhibit "D"
Catfish Commons Parking Allocation

Total Proposed Parking Provided per CDP

4009 Halifax Drive…63
4085 Ridgewood Avenue…77 (including new 3 story office/residential building site at 4147 Ridgewood Avenue)
4108 Halifax Drive…5
4075 Ridgewood Avenue…40
4084 Halifax Drive…35

Total Spaces Provided…220

Parking Required by Code per proposed use

Aunt Catfish's (4009 Halifax Drive)…88 (228 seats + 24employees)

La Cantina…38 (4085 Ridgewood Avenue) (100 seats + 10 employees)

Loft Apartment…1 (4106 Halifax Dr)

Mobile Commercial…3 (4085 Ridgewood Avenue and 4084 Halifax Drive)

Office w/ 4 residential units above…8 (4147 Ridgewood Avenue) (1.5 per 805 square feet and 1 per residential unit)

Marina…8 (4084 and 4108 Halifax Drive) (1 parking space per 3 boat slips)

4075 Ridgewood multi-tenant commercial building (1 per 250 square feet)…35

Residential…8 (4084 Halifax Drive) 1 per unit

Commercial…6 (4084 Halifax Drive) 3 per unit

Restaurant…28 (4084 Halifax Drive) 1 per 3 seats and 1 per 2 employees (72 seats + 8 employees)

Total Spaces Required by Code…223

Overall Parking provided for all properties located within the Catfish Commons PCD falls under the Land Development Code Chapter 12, Section 4, item 3 (d) Reduction for mixed or joint use of parking spaces.

Exhibit "E"

Sign Design Options

Note: The Sign Design Options included are conceptual only and are intended to provide general examples of commercial signage that compliments and coordinates with the residential appearance of Halifax Drive. Final design drawings will be submitted for permitting at a later date.

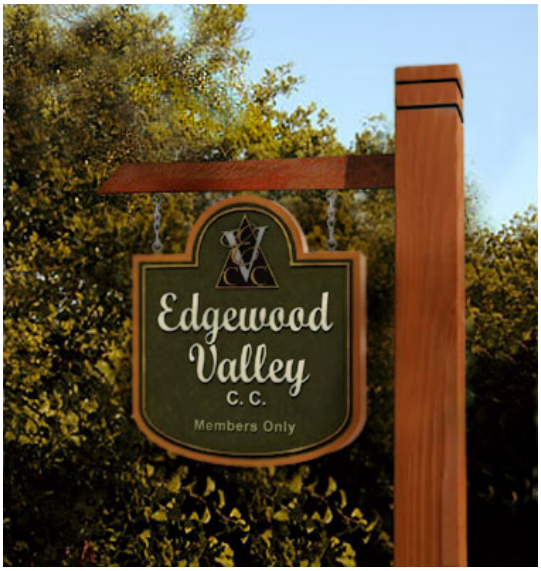

Exhibit “F”
Landscape Curb into Parking Space

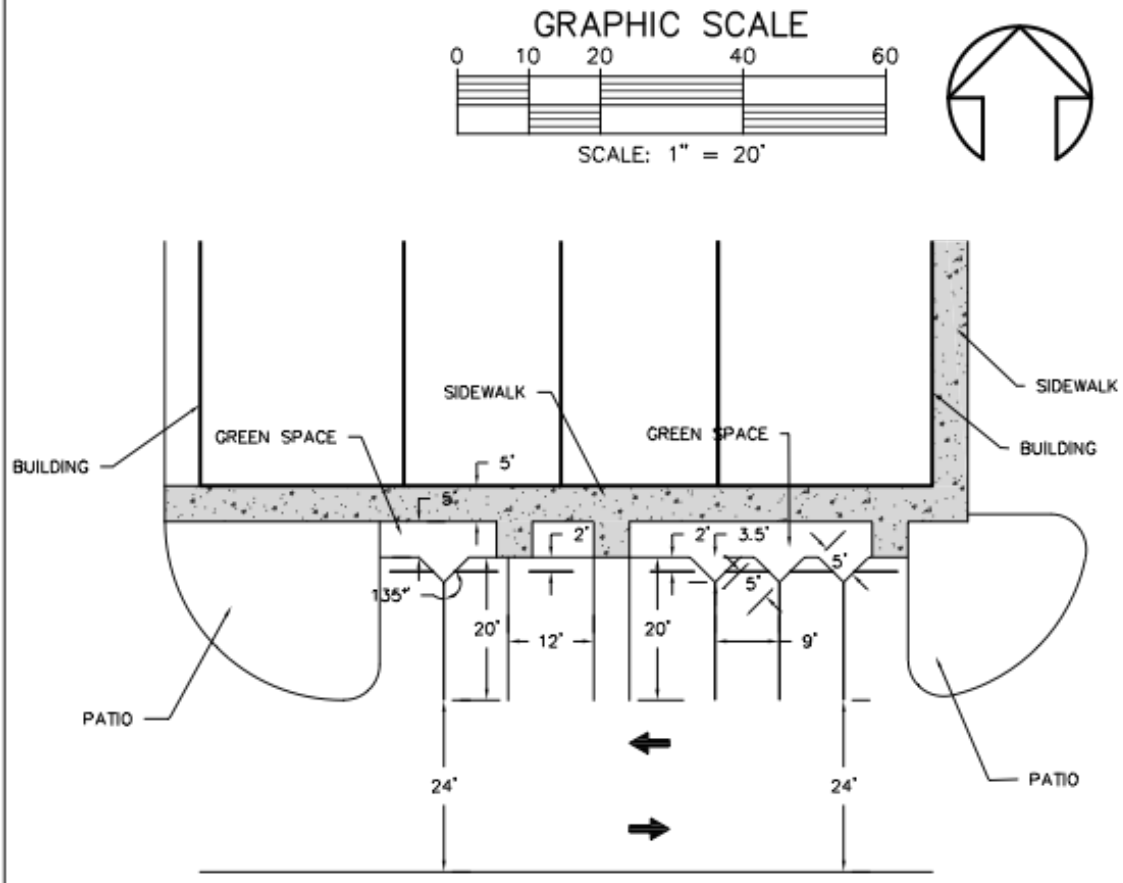

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Exhibit “G”

[redacted]

[redacted]

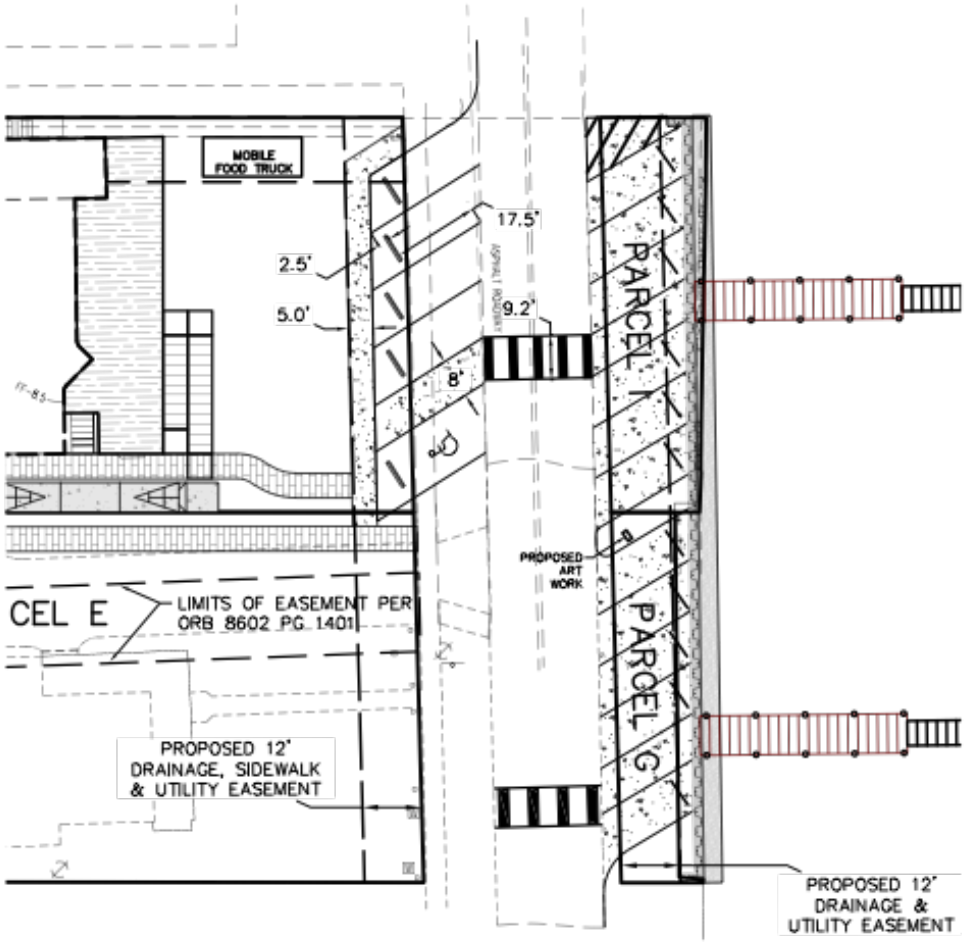
DAYTONA
SALT AIR AND SAND
SINCE 1960
BEACH SHORES

[redacted]

[redacted]

Exhibit “H”

Exhibit "I



GRAPHIC SCALE

0 15 30 60 90

SCALE: 1" = 30'

CATFISH COMMONS
MASTER DEVELOPMENT AGREEMENT

PARKER MYNCHENBERG & ASSOCIATES, INC.
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EXHIBIT I
01.10.2025

Section 32: Mixed Use Center (MXC) district.

(a) *Purpose and intent*. The Mixed Use Center (MXC) district is intended to serve as an alternative to the single-use, community-level commercial node in certain settings. A mixed-use center contains a variety of land uses, which may include commercial, office, service, residential, and institutional development, and is focused around a point of high activity, such as an intersection of collectors or higher-classified roads. It is intended to provide a concentration of uses for adjacent neighborhoods and pass-by traffic. The land uses should be mixed, but commercial uses may dominate if necessary to achieve city redevelopment or economic development goals. Such centers may be located along arterial corridors, at intersections with collectors or significant local roads.

(b) *Mix of uses*. The allowable distribution of uses within each mixed-use center unified development will be within the following ranges:

Commercial (not including office)	50%—90%
Office	10%—90%
Residential	0%—50%
Institutional	0%—35%

(c) *Permitted uses.*

(1) *Principal uses:* All uses in this list shall be permitted within the MXC district. Uses are categorized based on similar impacts and to ensure diversity of uses. Those uses with special development requirements are identified with an asterisk (*).These special development requirements are identified in Chapter 18, Section 4.

(a) *Commercial category.*

(1) Banks.

(2) Bars, lounges, and nightclubs *.

(3) Brewery*.

(4) Craft food and beverage producer*.

(5) Game/recreation facility.

(6) Health/exercise clubs *.

(7) Marina, recreational *.

(8) Microbrewery*.

(9) Office supplies.

(10) Personal services.

(11) Restaurants.

(12) Retail sales and service.

(b) *Office category.*

(1) Business services.

(2) Financial services.

(3) Medical office/clinics.

(4) Offices.

(5) Public park and associated facilities. (This is a supportive use to the principal uses listed. It is allowed by right, but shall not count towards the minimum permitted mix of uses.)

(6) Veterinary clinics.

(c) *Residential category.*

(1) Reserved.

(2) Reserved.

(3) Reserved.

(4) Multifamily dwelling (16 units per gross acre maximum allowable density).

(5) Live-work units *.

(6) Bed and breakfast inn.

(d) *Institutional category.*

(1) Child care centers *.

(2) House of worship.

(3) Private schools.

(Ord. No. 2011-29, § 2, 11-8-11; Ord. No. 2016-19, § 9, 10-4-16)

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. 2025-10 – Rezone +/- 0.58 acres to Planned Commercial Development (PCD) and approve the Second Restatement to the Catfish Commons PCD Master Development Agreement (MDA) and Conceptual Development Plan (CDP) (Case No. PRZA-24-0008)

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 law[1] 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 property owners are requesting to rezone ±0.58 acres from Community Commercial (CC) to Planned Commercial Development (PCD) and add the ±0.58 acres into the existing Catfish Commons Planned Commercial Development (PCD), along with approval of the Second Restatement of the Catfish Commons PCD Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The current PCD area is ±3.4 acres. If approved, the overall area of the PCD would expand to ±4.0 acres, and the Second Restatement of the MDA would provide the framework for development within the expanded PCD.

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 useful[2] (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 5/6/2025

SUBJECT: (G21) Second Reading - Ordinance No. 2025-12: Rezoning/5656 Isabelle Avenue

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2025-12.

SUMMARY: Planning Commission Action (3/27/2025): Recommended Approval 5-0

This request is to rezone an existing commercial property located at the southwest corner of Isabelle Avenue and Regency Boulevard from Planned Community Development (PCD) to Professional Office (PO). The current Master Development Agreement (MDA) for the PCD was approved by the City in 1995 and restricts the uses of the property to office, wholesalers/distributors, construction contractor's office/storage, and light manual assembly/minor repair. Although the current PCD limits the use of the property, the subject property has been designated Commercial on the Future Land Use Map since 1985 and was zoned C-1 (Shopping Center Commercial District) before it was rezoned to PCD in 1995.

Map showing the location of 5656 Isabelle Avenue

The rezoning request is a shift from the negotiated PCD zoning district to a conventional limited commercial/office zoning district that uses the LDC to provide specific development regulations and allowed uses. Rezoning the subject property to PO will assist with filling vacant tenant spaces within the existing commercial multi-tenant buildings on site and the possible redevelopment of the subject site in the future. If the zoning remains PCD, ongoing amendments to the MDA would likely be necessary to attract new tenants and could delay future redevelopment opportunities on the property. The list of allowed uses in the PO zoning district and the development requirements in the LDC is a more efficient process to attract new tenants or redevelop the site. In addition, the list of permitted uses in the PO zoning district is more current and flexible than the currently allowed uses in the MDA that were established in the late 1990s.

The PO zoning district is intended to provide areas for business, government, industry, medical, professional, service offices, and limited personal services. The PO zoning district generally allows the same uses allowed by the current MDA, along with uses such as fleet-based services (pest control, lawn care, etc.) and personal services (beauty/barber shop, tanning salon, etc.), which are not allowed by the current MDA but are compatible with the surrounding area. The PO zoning district was selected because it allows less intense non-residential uses and will be a transition between the Community Commercial zoned properties along Nova Road and the mobile home park across the street.

The PCD zoning district is intended to provide a flexible approach for unique and innovative land development proposals that would otherwise not be permitted by this code. Because the property owner intends to allow tenants to occupy the buildings on-site in compliance with the allowed uses list for the PO zoning district and does not anticipate deviating from the site and maintenance requirements in the LDC, the use of a standard zoning district is more efficient than maintaining the property as a PCD.
If the subject commercial property is rezoned to the PO zoning category, the City's LDC will provide the permitted uses and site development requirements for the subject property. As part of any future redevelopment, a site plan and/or building permits will need to be submitted and will require a detailed technical review by the Staff Development Review Committee (SDRC) to verify all LDC and Florida Building Code requirements are met, such as landscape buffers, parking, building setbacks, tree preservation, and infrastructure, to ensure compatibility with adjoining properties, and that adequate public facilities and services are available.

The proposed PO zoning district is appropriate for this location, consistent with the Commercial FLU designation for the subject property and is compatible with the surrounding properties.

The Staff Report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2025-12 with exhibits	Ordinance No. 2025-12 with exhibits.pdf
2.	STAFF REPORT	STAFF REPORT .pdf
3.	Business Impact Estimate - ORD 2025-12- REZONING-25-0002	Business Impact Estimate - ORD 2025-12- REZONING-25-0002.docx

Penelope Cruz	Created/Initiated - 4/16/2025
Amanda Bonin	Final Approval - 4/16/2025

ORDINANCE NO. 2025-12

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY ±1.23 ACRES FROM PLANNED COMMERCIAL DEVELOPMENT (PCD) TO PROFESSIONAL OFFICE (PO); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, ±1.23 acres of the property located at 5656 Isabelle Avenue to be rezoned from Planned Commercial Development (PCD) to Professional Office (PO); and

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

WHEREAS, the Planning Commission recommended approval of the proposed rezoning;

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

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

Section 1. The City Council of the City of Port Orange does hereby rezone approximately ±1.23 acres of the property located at 5656 Isabelle Avenue from Planned Commercial Development (PCD) to Professional Office (PO), more particularly described in **Exhibit "A",** attached hereto**.**

Section 2. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas to show

the classifications for the area as hereby rezoned as shown on **Exhibit "B"** attached hereto.

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

_____
MAYOR SCOTT STILTNER

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the ___day of _____, 2025

Passed and adopted on second and final reading on the___day of _____, 2025

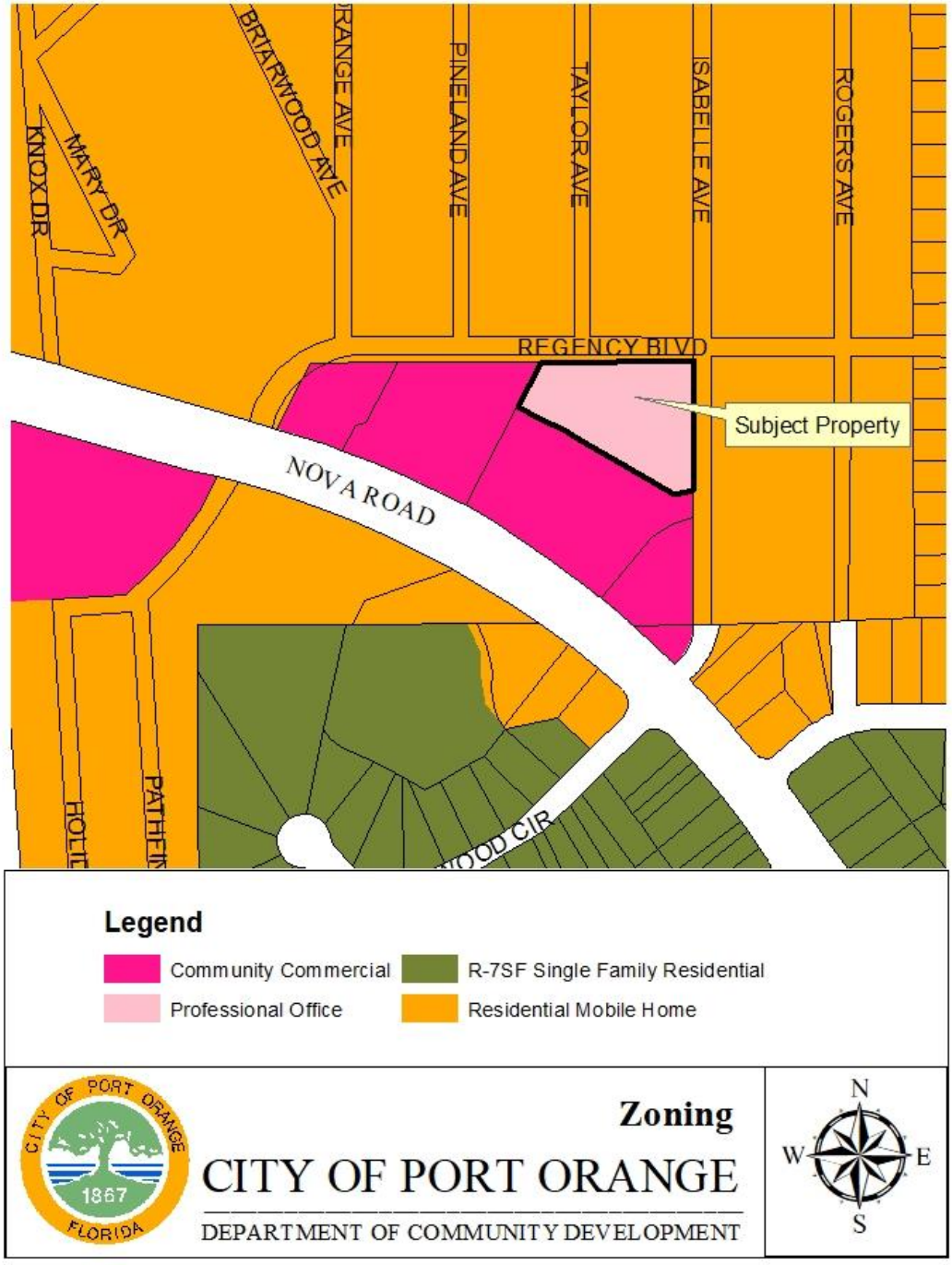
Reviewed and Approved: _____
Shannon K. Balmer, Senior Assistant City Attorney

Exhibit A

That portion of the Southwest 1/4 of the Northeast 1/4 of Section 15, Township 16 South, Range 33 East, Volusia County, Florida, described as follows: Commence at the intersection of the Westerly line of Isabelle Avenue, with the South line of said Southwest 1/4 of the Northeast 1/4 of Section 15, said point being a distance of 420' Westerly of the Southeast corner of said Southwest 1/4 of the Northeast 1/4 of Section 15; thence North along the West line of Isabelle Avenue a distance of 227.4' to the Point of Beginning; from said Point of Beginning go South 89°43' West, a distance of 37.2' to a point; thence North 57°44'50" West, a distance of 90.05' to a point; thence North and parallel to Isabelle Avenue, a distance of 201.02' to a point in the South line of an undedicated street; thence North 89°43' East along said line, a distance of 113.34' to the West line of Isabelle Avenue; thence South along the West line of Isabelle Avenue, a distance of 249.75' to the Point of Beginning.

That portion of the Southwest 1/4 of the Northeast 1/4 of Section 15, Township 16 South, Range 33 East, Volusia County, Florida, described as follows: Commence at the intersection of the West line of Isabelle Avenue, with the South line of the Southwest 1/4 of the Northeast 1/4 of Section 15, said point being a distance of 420' Westerly of the Southeast corner of said Southwest 1/4 of the Northeast 1/4 of Section 15; thence North along the West line of Isabelle Avenue a distance of 477.15' to the South line of an undedicated street; thence South 89°43, West along said line, a distance of 113.34' to the Point of Beginning; from said Point of Beginning continue South 89°43' West along said line, a distance of 162.47' to a point; thence South 27°66' West, a distance of 95.35' to a point; thence South 64°26'30" East, a distance of 110.13' to a point; thence South 57°44'50" East, a distance of 127.65' to a point; thence North and parallel to Isabelle Avenue, a distance of 201.02' to the Point of Beginning.

EXHIBIT "B"


BRIARWOOD AVE
PINELAND AVE
TAYLOR AVE
ISABELLE AVE
ROGERS AVE
KNOX DR
MARY DR
REGENCY BLVD
Subject Property
NOVA ROAD
Legend
Community Commercial
Professional Office
R-7SF Single Family Residential
Residential Mobile Home
CITY OF PORT ORANGE
1867
FLORIDA
Zoning
CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT
N
W
E
S

STAFF REPORT
ADMINISTRATIVE REZONING
CASE NO. REZONING-25-0002

REQUEST:	Rezone ±1.23 acres from Regency Planned Commercial Development (PCD) to Professional Office (PO)
LOCATION:	5656 Isabelle Avenue (Figure 1 – Location Map)
OWNER:	Sun and Sand Holdings, LLC
APPLICANT:	City of Port Orange
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 5-0 (March 27, 2025)
CITY COUNCIL:	April 15, 2025

PROPERTY OVERVIEW

The request is to rezone an existing commercial property located at the southwest corner of Isabelle Avenue and Regency Boulevard (see Figure 1) from Planned Community Development (PCD) to Professional Office (PO).

FIGURE 1. LOCATION MAP

The current Master Development Agreement (MDA) for the PCD was approved by the city in 1995 with a limited list of allowed uses. The allowed uses include office,

wholesalers/distributors, construction contractor's office/storage, and light manual assembly/minor repair. Although the current PCD limits the use of the property, the subject property has been designated *Commercial* on the Future Land Use Map since 1985 and was zoned C-1 (Shopping Center Commercial District) before it was rezoned to PCD in 1995.

Over the past 10 years, the City has approved several rezonings from Planned Commercial Development (PCD) to a conventional city commercial zoning district to provide a list of allowed uses and development requirements consistent with the current Land Development Code (LDC) and encourage redevelopment of existing commercial infill properties. Some examples of former PCD properties that have been rezoned to a conventional city commercial zoning district include:

- Port Orange Plaza – Located at the southwest corner of Ridgewood Avenue and Dunlawton Avenue
- Spruce Creek Center - Located at the southwest corner of Spruce Creek Road and Nova Road
- Riverwood Shopping Center - Located at the northwest corner of Spruce Creek Road and Nova Road
- Commonwealth Plaza - Located at the northwest corner of Isabelle Avenue and Nova Road.
- Former Movie Theater Plaza at 3780 Nova Road - Located at the northwest corner of Eagle Lake Trail and Nova Road
- Former K-MART at Dunlawton Square - Located at the southeast corner of Dunlawton Avenue and Nova Road

DISCUSSION

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

The rezoning request is a shift from the negotiated PCD zoning district to a conventional limited commercial/office zoning district that uses the LDC to provide specific development regulations and allowed uses. Rezoning the subject property to PO will assist with filling vacant tenant spaces within the existing commercial multi-tenant buildings on site and the possible redevelopment of the subject site in the future. If the zoning remains PCD, ongoing amendments to the MDA would likely be necessary to attract new tenants and could delay future redevelopment opportunities on the property. The list of allowed uses in the PO zoning district and the development requirements in the LDC is a more efficient process to attract new tenants or redevelop the site. In addition, the list of permitted uses in the PO zoning district (Exhibit 1) is more current and flexible than the currently allowed uses in the MDA that were established in the late 1990s.

The PO zoning district is intended to provide areas for business, government, industry, medical, professional, service offices, and limited personal services. The PO zoning district generally allows the same uses allowed by the current MDA, along with uses such as fleet-based services (pest control, lawn care, etc.) and personal services (beauty/barber shop, tanning salon, etc.), which are not allowed by the current MDA but are compatible with the surrounding area. The PO zoning district was selected because it allows less intense non-residential uses and will be a transition between the Community

Commercial zoned properties along Nova Road and the mobile home park across the street.

The PCD zoning district is intended to provide a flexible approach for unique and innovative land development proposals that would otherwise not be permitted by this code. Because the property owner intends to allow tenants to occupy the buildings on-site in compliance with the allowed uses list for the PO zoning district and does not anticipate deviating from the site and maintenance requirements in the LDC, the use of a standard zoning district is more efficient than maintaining the property as a PCD.

If the subject commercial property is rezoned to the PO zoning category, the City's LDC will provide the permitted uses and site development requirements for the subject property. As part of any future redevelopment, a site plan and/or building permits will need to be submitted and will require a detailed technical review by the Staff Development Review Committee (SDRC) to verify all LDC and Florida Building Code requirements are met, such as landscape buffers, parking, building setbacks, tree preservation, and infrastructure, to ensure compatibility with adjoining properties, and that adequate public facilities and services are available.

Access to the property is provided by existing driveways off Regency Boulevard and Isabelle Avenue, and city water and sewer are currently available at the property.

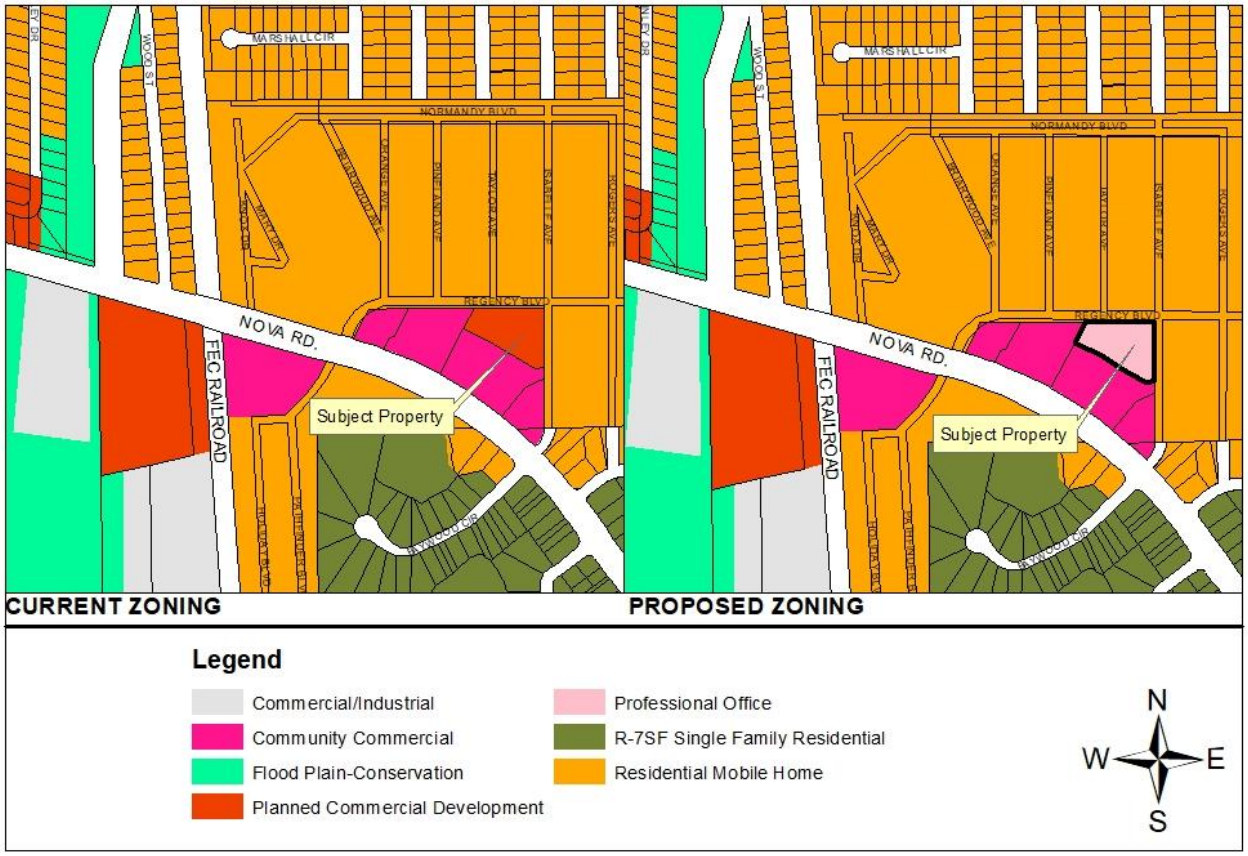
COMPATIBILITY WITH SURROUNDING USES AND ZONING DISTRICTS

The proposed PO zoning district is appropriate for this location and is compatible with the surrounding properties. Table 1 summarizes the existing land use, zoning districts, and Future Land Use designations of the adjacent properties, and Figure 2 shows the surrounding zoning districts of the adjacent properties.

TABLE 1. SURROUNDING LAND USES, FLU DESIGNATION, AND ZONING DISTRICTS

Direction	Existing Land Use	Future Land Use Designation	Zoning District
North	Regency Boulevard right-of-way and Briarwood residential mobile home	*Urban Medium Density Residential 4-8 units/acre)*	Residential Mobile Home (RMH)
South	Commercial	*Commercial*	Community Commercial (CC)
East	Regency Boulevard right-of-way and Briarwood residential mobile home	*Urban Medium Density Residential 4-8 units/acre)*	Residential Mobile Home (RMH)
West	Commercial	*Commercial*	Community Commercial (CC)

FIGURE 2. CURRENT AND PROPOSED ZONING MAP



Consistency with Comprehensive Plan

The subject property has been designated *Commercial* on the City's Future Land Use Map since 1985. It is also part of the Neighbor Commercial Node located at the intersection of Isabelle Avenue and Regency Boulevard, as designated in the City's Comprehensive Plan, which is intended to serve the convenience needs of neighborhood areas within a ±1-mile radius.

The proposed rezoning is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan and is compatible with adjacent properties. Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is negatively impacted by the other. The subject property is a longstanding commercially zoned property.

The proposed PO zoning district is consistent with the current *Commercial* FLU designation for the subject property. The *Commercial* FLU designation is generally characterized by uses that provide for the retail sale of items and the provision of services to the general public. Based on compatibility with adjacent uses and availability of infrastructure, the requested zoning is appropriate for this location and is consistent with the existing *Commercial* FLU designation.

PUBLIC NOTICE

On March 17, 2025, staff posted the property, notifying the public of the proposed rezoning. As of the time this agenda item was prepared (March 20, 2025), no calls or other inquiries were received regarding the information on the proposed rezonings.

STAFF RECOMMENDATION

Staff recommends **approval** of the request to rezone ±1.23 acres from Regency Planned Commercial Development (PCD) to the Professional Office (PO).

ATTACHMENT

Exhibit 1 – List of Permitted Uses for the Professional Office (PO) Zoning District

Exhibit 1
List of Permitted Uses for the Professional Office (PO) Zoning District

Chapter 17 - ZONING DISTRICT REGULATIONS
Section 19: - Professional office (PO) district.

(a) Purpose and intent. The professional office (PO) district is intended to provide areas for business, government, industry, medical, professional, or service offices.

(b) Permitted uses.

(1) Business services.
(2) Financial services.
(3) Fleet-based services.
(4) Funeral homes (freestanding uses only).
(5) Medical office/clinics.
(6) Offices.
(7) Veterinary clinics.
(8) Xerographic and offset printing.

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

(1) Assisted living facilities (subsection 1.5).
(2) Banks (subsection 3).
(3) Childcare centers (subsection 4).
(4) Health/exercise clubs (subsection 6).
(5) Nursing homes (subsection 1.5).
(6) Office supplies (subsection 11).
(7) Office/warehouse facilities (subsection 12).
(8) Pain management clinics.
(9) Personal services.
(10) Restaurants.
(11) Community gardens.

(c) Special exception uses (chapter 18, section 3).

(1) Houses of worship (subsection 9).
(2) Private schools (subsection 16).

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. 2025-12 – Rezone ±1.23 acres from Regency Planned Commercial Development (PCD) to Professional Office (PO) (Case No. REZONING-25-0002)

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 law[1] 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 request is to rezone an existing commercial property located at the southwest corner of Isabelle Avenue and Regency Boulevard from Planned Community Development (PCD) to Professional Office (PO). The current Master Development Agreement (MDA) for the PCD was approved by the city in 1995 with a limited list of allowed uses. Rezoning the subject property to PO will assist with filling vacant tenant spaces within the existing commercial multi-tenant buildings on site and the possible redevelopment of the subject site in the future. If the zoning remains PCD, ongoing amendments to the MDA would likely be necessary to attract new tenants and could delay future redevelopment opportunities on the property. The list of allowed uses in the PO zoning district and the development requirements in the LDC is a more efficient process to attract new tenants or redevelop the site. The proposed PO zoning district is appropriate for this location, is consistent with the Commercial FLU designation for the subject property and is compatible with the surrounding properties.

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 useful[2] (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 5/6/2025

SUBJECT: (G22) Second Reading - Ordinance No. 2025-13 - Rezoning/4619 and 4629 Clyde Morris Boulevard

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2025-13.

SUMMARY: Planning Commission Action (3/27/2025): Recommend Approval 5-0

This request is to rezone two existing commercial properties (Lot 1 and Lot 2) located at the northeast corner of Clyde Morris Boulevard and Herbert Street from Planned Commercial Development (PCD) to Community Commercial (CC). Lot 3 of the PCD is not part of the rezoning request and will remain in the PCD. The current Master Development Agreement (MDA) for the PCD was approved by the City in 1999 and does not include several commercial uses typically found on other properties with a conventional city commercial zoning designation (e.g., office (allowed on Lot 1), health/exercise clubs, restaurants with a drive-thru, fleet-based services, craft food and beverage producer, microbrewery, retail (allowed on Lot 1), and personal services (hair salons, barber shops, nail salons, retail dry cleaning, etc.) as allowed uses on Lots 1 and 2 and has specific architectural requirements for Lot 2 that may limit redevelopment. The subject property has had a *Commercial* or *Office* Future Land Use (FLU) designation on the City's Future Land Use Map since 1985 and has been zoned Planned Commercial Development (PCD) since 1990.

Map of the Ritter PCD and Lots 1 and 2 Located at 4619 and 4629 Clyde Morris Boulevard

In 1999, the City approved the Master Development Agreement (MDA) for the Ritter PCD that established a three-lot commercial development, specific architectural requirements for Lot 2, and a limited list of commercial uses for Lots 1-3. At the time the Ritter's Frozen Custard restaurant (Lot 2) was built in 1999, the design of the building and outdoor seating area was considered unique, and very specific architectural requirements were listed in the MDA for the PCD, such as the use of specified colors and materials (i.e. split-face block), roof color must be "International Blue" or lighter blue color, all tables and chairs must be concrete and natural grey color, and only exterior blue and white striped umbrellas could be placed on site.

Rezoning the subject properties to CC is anticipated to assist in the redevelopment of the subject properties. The CC zoning district permits typical community-scale commercial uses commonly found at shopping centers. The list of permitted uses in the CC zoning district and the development requirements in the LDC is a more efficient process to redevelop the site or fill existing tenant spaces in the current building on the site. If the subject commercial properties are rezoned to the CC zoning category, the

City’s LDC will provide the permitted uses and site development requirements for the subject properties (Lot 1 and Lot 2).

The proposed CC zoning district is appropriate for this location, consistent with the current *Commercial* FLU designation for the subject property and is compatible with the surrounding properties.

The Staff Report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2025-13 with exhibits	Ordinance No. 2025-13 with exhibits.pdf
2.	STAFF REPORT	STAFF REPORT .pdf
3.	Business Impact Estimate - ORD 2025-13- REZONING-25-0001	Business Impact Estimate - ORD 2025-13-REZONING-25-0001.docx

Penelope Cruz	Created/Initiated - 4/16/2025
Amanda Bonin	Final Approval - 4/16/2025

ORDINANCE NO. 2025-13

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY ±5.38 ACRES FROM PLANNED COMMERCIAL DEVELOPMENT (PCD) TO COMMUNITY COMMERCIAL (CC); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, ±5.38 acres of the property located at 4619 and 4629 Clyde Morris Boulevard to be rezoned from Planned Commercial Development (PCD) to Community Commercial (CC); and

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

WHEREAS, the Planning Commission recommended approval of the proposed rezoning;

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

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

Section 1. The City Council of the City of Port Orange does hereby rezone approximately ±5.38 acres of the property located at 4619 and 4629 Clyde Morris Boulevard to be rezoned from Planned Commercial Development (PCD) to Community Commercial (CC), more particularly described in **Exhibit "A",** attached hereto**.**

Section 2. The City Council of the City of Port Orange does hereby

approve, authorize and direct the revision of the City's Official Zoning Atlas to show the classifications for the area as hereby rezoned as shown on **Exhibit "B"** attached hereto.

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

_____
MAYOR SCOTT STILTNER

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the ___day of _____, 2025

Passed and adopted on second and final reading on the___day of _____, 2025

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

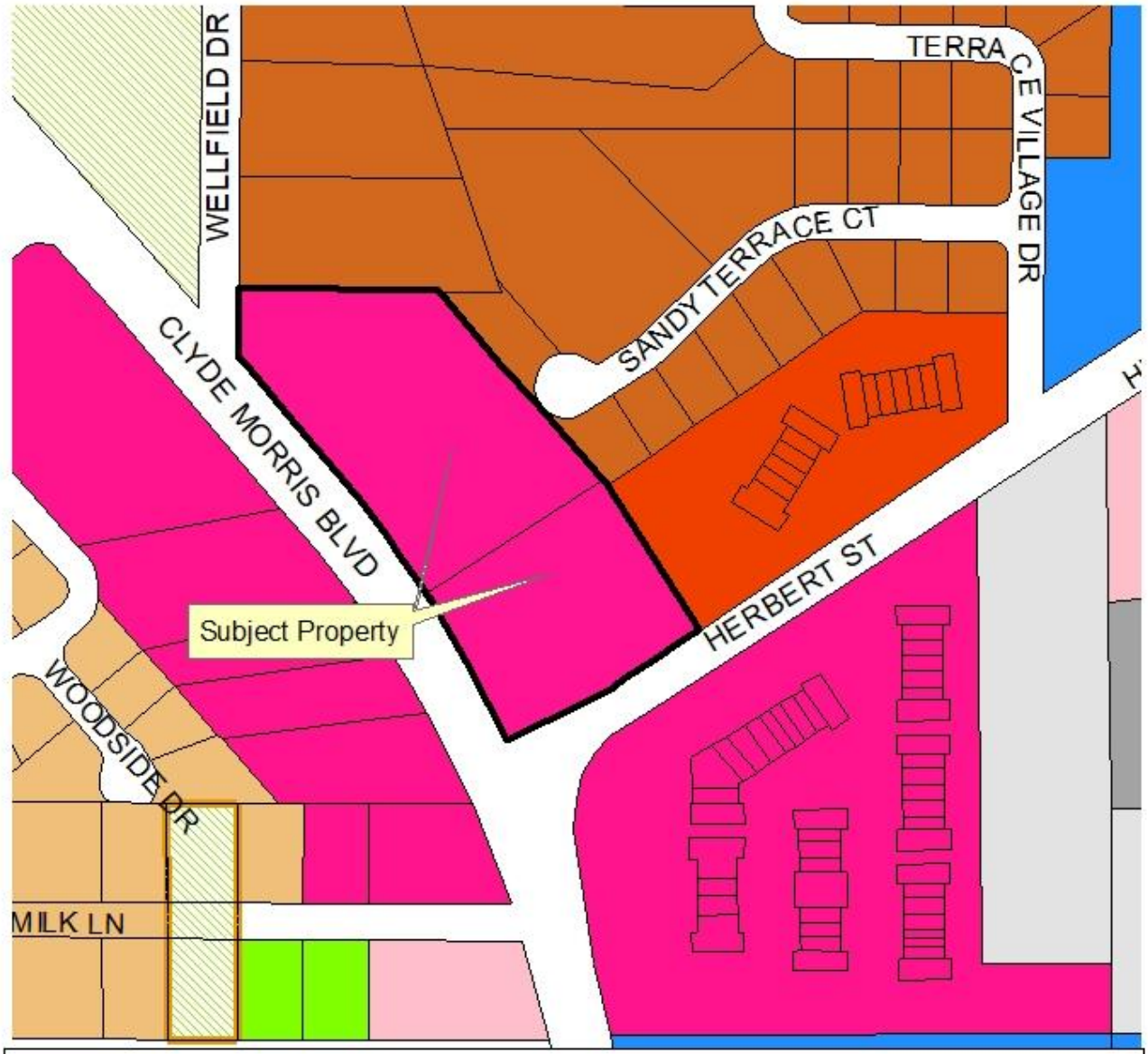
EXHIBIT “A”

LOT 1 RITTERS OF FLORIDA ACCORDING TO MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 48 PAGES 158-159 INC, PUBLIC RECORDS, VOLUSIA COUNTY, FLORIDA.

AND

LOT 2 RITTERS OF FLORIDA ACCORDING TO MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 48 PAGES 158-159 INC, PUBLIC RECORDS, VOLUSIA COUNTY, FLORIDA.

EXHIBIT "B"



Legend

- Agriculture
- Commercial/Industrial
- Community Commercial
- Government/Public Use
- Light Industrial
- Planned Commercial Development
- Professional Office
- R-10SF Single Family Residential
- R-8SF Single Family Residential
- Volusia County A-2

Zoning

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S

STAFF REPORT
ADMINISTRATIVE REZONING
4619 & 4629 Clyde Morris Boulevard
CASE NO. REZONING-25-0001

REQUEST:	Rezone ±5.38 acres from Ritter Planned Commercial Development (PCD) to Community Commercial (CC)
LOCATION:	4619 and 4629 Clyde Morris Boulevard (Figure 1 – Location Map)
OWNERS:	Saljanin, LLC. and Sun Beach Investment Co. Inc.
APPLICANT:	City of Port Orange
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 5-0 (March 27, 2025)
CITY COUNCIL:	April 15, 2025

PROPERTY OVERVIEW

The request is to rezone two existing commercial properties (Lot 1 and Lot 2) located at the northeast corner of Clyde Morris Boulevard and Herbert Street (see Figure 1) from Planned Commercial Development (PCD) to Community Commercial (CC). Lot 3 of the PCD is **not** part of the rezoning request and will remain in the PCD.

FIGURE 1. LOCATION MAP

The current Master Development Agreement (MDA) for the PCD was approved by the City in 1999 and does not include several commercial uses typically found on other properties with a conventional city commercial zoning designation (e.g., office (allowed on Lot 1), health/exercise clubs, restaurants with a drive-thru, fleet-based services, craft food and beverage producer, microbrewery, retail (allowed on Lot 1), and personal services (hair salons, barber shops, nail salons, retail dry cleaning, etc.) as allowed uses on Lots 1 and 2 and has specific architectural requirements for Lot 2 that may limit redevelopment. The subject property has had a non-residential Future Land Use (FLU) designation on the City's Future Land Use Map since 1985 and zoned Planned Commercial Development (PCD) since 1990.

Over the past 10 years, the City has approved several rezonings from Planned Commercial Development (PCD) to a conventional city commercial zoning district to provide a list of allowed uses and development requirements consistent with the current Land Development Code (LDC) and encourage redevelopment of existing commercial infill properties. Some examples of former PCD properties that have been rezoned to a conventional city commercial zoning district include:

- Port Orange Plaza – Located at the southwest corner of Ridgewood Avenue and Dunlawton Avenue
- Spruce Creek Center - Located at the southwest corner of Spruce Creek Road and Nova Road
- Riverwood Shopping Center - Located at the northwest corner of Spruce Creek Road and Nova Road
- Commonwealth Plaza - Located at the northwest corner of Isabella Avenue and Nova Road.
- Former Movie Theater Plaza at 3780 Nova Road - Located at the northwest corner of Eagle Lake Trail and Nova Road
- Former K-MART at Dunlawton Square - Located at the southeast corner of Dunlawton Avenue and Nova Road

DISCUSSION

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

In 1999, the city approved the Master Development Agreement (MDA) for the Ritter PCD that established a three-lot commercial development, specific architectural requirements for Lot 2, and a limited list of commercial uses for Lots 1-3.

At the time the Ritter's Frozen Custard restaurant (Lot 2) was built in 1999, the design of the building and outdoor seating area was considered unique, and very specific architectural requirements were listed in the MDA for the PCD, such as the use of specified colors and materials (i.e. split-face block), roof color must be "International Blue" or lighter blue color, all tables and chairs must be concrete and natural grey color, and only exterior blue and white striped umbrellas could be placed on site.

The rezoning from PCD to CC is a shift from the negotiated PCD zoning district to a conventional city commercial zoning district that uses the LDC to provide specific development regulations and allowed uses. Rezoning the subject properties to CC is

anticipated to assist in the redevelopment of the subject properties. The CC zoning district permits typical community-scale commercial uses commonly found at shopping centers and outparcels, such as retail stores, restaurants, personal services (hair salons, barber shops, nail salons, retail dry cleaning, etc.) offices, breweries, health/exercise clubs, childcare centers, convenience store/gas station, banks, and similar uses. It is difficult to predict future redevelopment options for the subject properties. If the zoning remains PCD, ongoing amendments to the MDA would likely be necessary and could delay redevelopment opportunities on these existing commercial infill lots. The list of permitted uses in the CC zoning district (Exhibit 1) and the development requirements in the LDC is a more efficient process to redevelop the site or fill existing tenant spaces in the current building on the site.

The current PCD zoning district is intended to provide a flexible approach for unique and innovative land development proposals that would otherwise not be permitted by this code. Because the property owners intend to redevelop or develop the sites in compliance with the LDC and do not anticipate deviating from the requirements of the LDC and Code of Ordinances, the standard CC zoning district was selected as the zoning district for the subject properties.

If the subject commercial properties are rezoned to the CC zoning category, the City's LDC will provide the permitted uses and site development requirements for the subject properties (Lot 1 and Lot 2). As part of any future redevelopment or new development, a site plan and/or building permits will need to be submitted and will require a detailed technical review by the Staff Development Review Committee (SDRC) to verify that all LDC, Code of Ordinance, and Florida Building Code requirements are met, such as landscape buffers, parking, building setbacks, screening (fence or wall), tree preservation, and infrastructure, to ensure compatibility with adjoining properties and that adequate public facilities and services are available.

Access to Lots 1 and 2 is available from existing driveways off Clyde Morris Boulevard and Herbert Street, and cross-access easements will remain between Lots 1-3. City water and sewer currently serve Lot 2 and are available to service Lot 1.

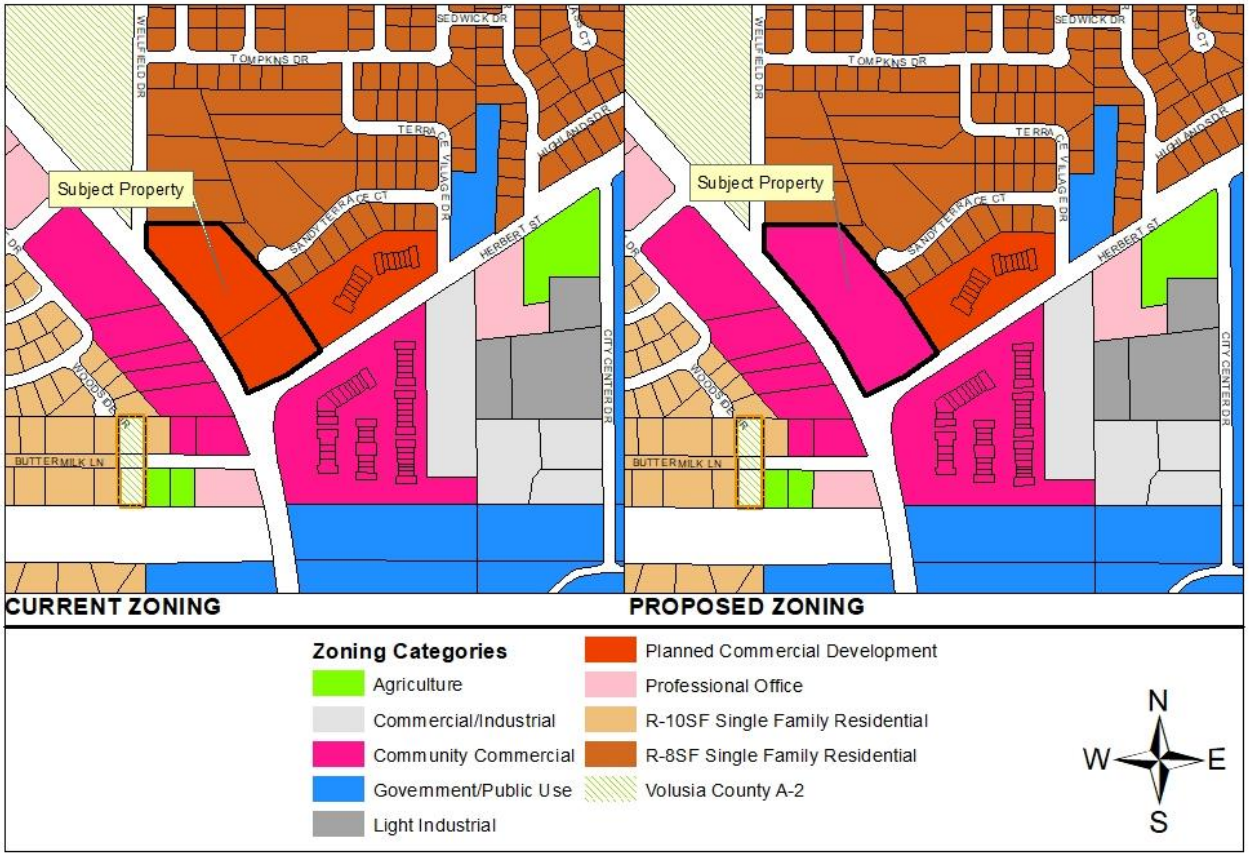
COMPATIBILITY WITH SURROUNDING USES AND ZONING DISTRICTS

The proposed CC zoning district is appropriate for this location and is compatible with the surrounding properties. Table 1 summarizes the adjacent properties' existing land use, zoning districts, and Future Land Use designations. Figure 2 shows the surrounding zoning for the subject property and adjacent properties. The subject properties are located along a major arterial roadway and adjacent to existing commercial properties currently zoned CC.

TABLE 1. SURROUNDING LAND USES, FUTURE LAND USE DESIGNATIONS, AND ZONING DISTRICTS

Direction	Existing Land Uses	FLU Designations	Zoning Districts
North	Single-family residential	*Suburban Residential 2-4 units/acre)*	R-8SF Single Family Residential
South	Commercial and Herbert Steet right-of-way	*Commercial*	(CC) Community Commercial
East	Single-family residential and Commercial	*Suburban Residential 2-4 units/acre) and Commercial*	R-8SF Single Family Residential and Ritters Planned Commercial Development (PCD)
West	Commercial and Clyde Morris Boulevard right-of-way	*Commercial*	(CC) Community Commercial

FIGURE 2. CURRENT AND PROPOSED ZONING MAP



CONSISTENCY WITH COMPREHENSIVE PLAN

The subject properties have had a non-residential Future Land Use (FLU) designation on the City's Future Land Use Map since 1985 and are currently designated *Commercial*. The proposed Community Commercial (CC) zoning designation is consistent with the *Commercial* FLU designation as it provides the opportunity for a variety of retail sales and services within a community-scale shopping center. The subject properties are also part of a Community Commercial Node located at the intersection of Clyde Morris Boulevard and Herbert Street, as designated in the City's Comprehensive Plan, and is intended to

provide commercial uses to serve the general shopping needs of the residential areas within a ±2-mile radius.

The proposed rezoning is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan and is compatible with adjacent properties. Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is negatively impacted by the other. The subject properties are all longstanding commercially zoned properties.

Based on compatibility with adjacent uses and availability of infrastructure, the requested zoning is appropriate for this location and is consistent with the existing *Commercial* FLU designation.

PUBLIC NOTICE

On March 17, 2025, staff posted the property, notifying the public of the proposed rezoning. As of the time this agenda item was prepared (March 20, 2025), no calls or other inquiries were received regarding the information on the proposed rezonings.

STAFF RECOMMENDATION

Staff recommends **approval** of the request to rezone ±5.38 acres from Ritters Planned Commercial Development (PCD) to Community Commercial (CC).

ATTACHMENT

Exhibit 1 – List of Permitted Uses for the Community Commercial (CC) Zoning District

Exhibit 1
List of Permitted Uses for the Community Commercial (CC) Zoning District

Chapter 17 - ZONING DISTRICT REGULATIONS
Section 21: - Community Commercial (CC) district.

(a) Purpose and intent. The community commercial (CC) district is intended to provide for community-scale businesses that customarily require freestanding buildings on individual sites.

(b) Permitted uses.

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

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

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

(c) Special exception uses (chapter 18, section 3).

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

(d) Project access. Any CC district development shall have direct access to any arterial or major collector road, as designated in the functional classification system in the comprehensive plan.

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. 2025-13 – Rezone ±5.38 acres from Ritter Planned Commercial Development (PCD) to Community Commercial (CC) (Case No. REZONING-25-0001)

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 law[1] 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 request is to rezone two existing commercial properties (Lot 1 and Lot 2) located at the northeast corner of Clyde Morris Boulevard and Herbert Street (see Figure 1) from Planned Commercial Development (PCD) to Community Commercial (CC). Lot 3 of the PCD is not part of the rezoning request and will remain in the PCD. The current Master Development Agreement (MDA) for the PCD was approved by the City in 1999 and does not include several commercial uses typically found on other properties with a city conventional commercial zoning designation as allowed uses on Lot 1 and 2 and has specific architectural requirements for Lot 2 that may limit redevelopment. The subject property has been designated non-residential on the Future Land Use Map since 1985 and was zoned PCD since 1990. Rezoning the subject properties to CC is anticipated to assist in the redevelopment of the subject properties. The CC zoning district permits typical community-scale commercial uses commonly found at shopping centers and outparcels. The proposed CC zoning district is appropriate for this location, is consistent with the Commercial FLU designation for the subject property and is compatible with the surrounding properties.

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 useful[2] (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 5/6/2025

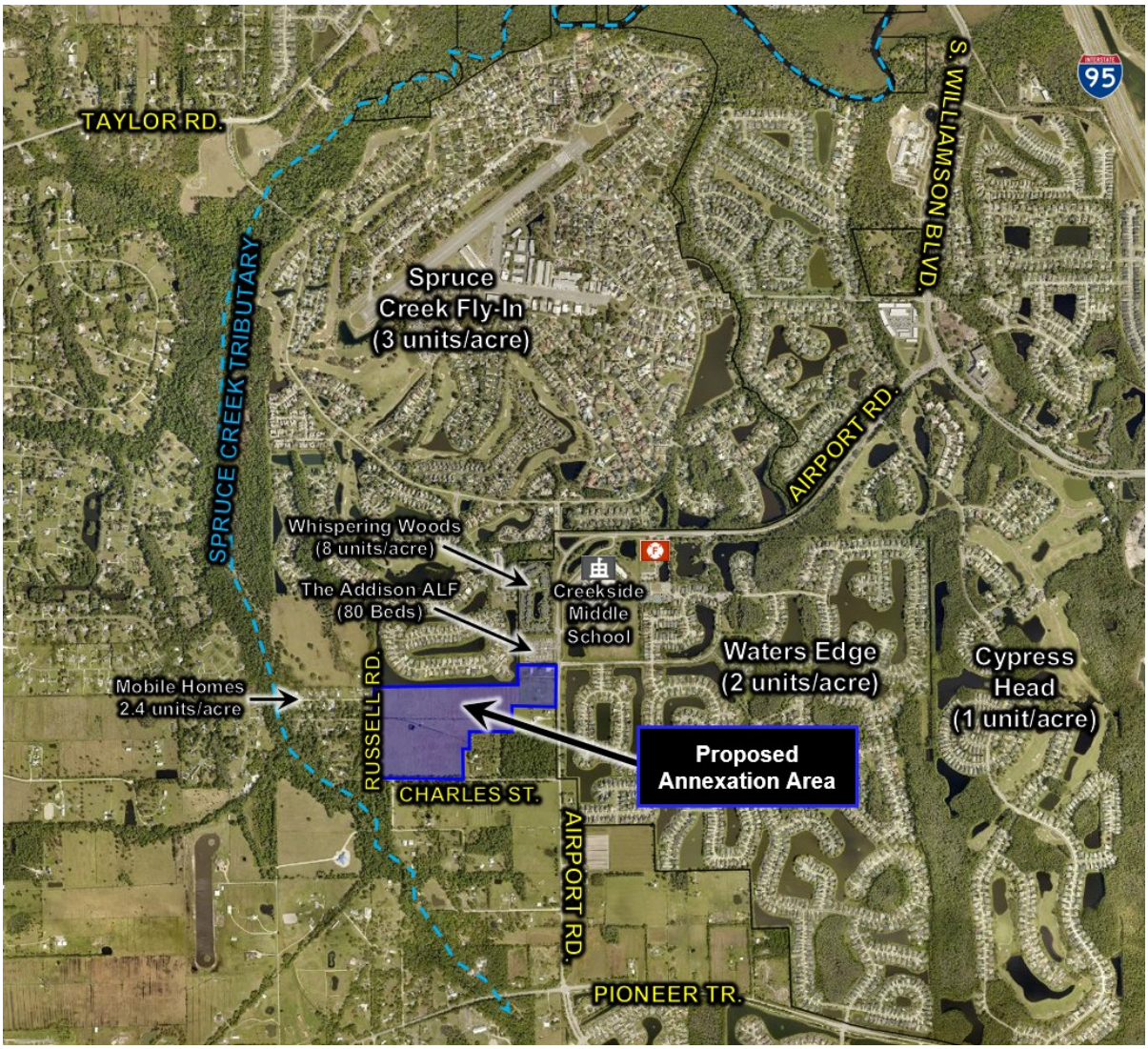
SUBJECT: (G23) First Reading - Ordinance No. 2025-14 - Annexation/Vintage Acres

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance 2025-14.

SUMMARY: The applicant, Storch Law Firm, on behalf of property owners Craig D Baumann - Life Estate, Joyce E Tumblin Trust, and Stetson University Inc., is requesting to voluntarily annex approximately 56.5 acres of property, currently located in unincorporated Volusia County, into the City of Port Orange. The subject property is located west of Airport Road, north of Charles Street. If the City approves the annexation request, the applicant intends to submit development applications to change the Future Land Use (FLU) designations for the subject property from Volusia County *Agriculture Resource* and *Urban Low Intensity* to City of Port Orange *Rural Transition* (0-2 units/acre) and rezone the subject property as a Planned Unit Development (PUD) to establish the framework to develop a subdivision with up to 113-unit detached single-family homes. According to the applicant, the proposed PUD will establish the development framework to construct a 113-unit detached single-family home subdivision with a design layout and density (2 units/acre) similar to the Waters Edge subdivision.



Location map of proposed annexation area

Pursuant to section 171.062(2), Florida Statutes, once a property has been annexed, the Future Land Use and Zoning for the subject property is to be changed from the Volusia County designations to City designations. The current Volusia County FLU designations on the subject property are approximately 52.96 acres of Volusia County Agriculture Resource (1 unit/10 acres) and 3.57 acres of Volusia County Urban Low Intensity (0-4 units/acre). The current Volusia County zoning designations are approximately 52.96 acres A-1 and 3.57 acres A-2. Based on the current Volusia County FLU designations, the subject property would be permitted approximately 19 units. If the annexation is approved, the applicant will submit development applications for the subject property to change the FLU designation to City of Port Orange *Rural Transition* (0-2 units/acre) and the zoning designation to Planned Unit Development (Single Family Residential PUD).

Florida Law requires unincorporated parcels to meet three (3) locational criteria before a municipality may annex them. Pursuant to section 171.043(1) Florida Statutes, this report certifies that the area to be annexed is: 1) contiguous to the City of Port Orange boundaries; 2) reasonably compact (does not contribute to urban sprawl); and 3) not currently part of the incorporated area of another municipality. However, the approval of

a voluntary annexation is a legislative decision, and the action by the City Council can be based on any legitimate public concern regarding how the annexation could affect the city or the surrounding area. It is not a quasi-judicial decision that must be based on competent, substantial evidence.

City departments, including Police, Fire and Rescue, Public Utilities, Finance, Public Works, Parks and Recreation, Engineering, and Community Development, have reviewed the annexation request. Based upon the responses received and an impact analysis, there is adequate capacity (potable water, sewer, solid waste, transportation, and open space) or services to accommodate the proposed annexation of the ±56.5-acres along with the proposed 113-lot detached single-family home subdivision, and the proposed annexation meets the locational criteria in Florida Statutes.

If the annexation is approved, any development on the 56.5 acres will be required to address traffic concurrency by constructing roadway improvements and/or transportation fair-share payments to either the city and/or Volusia County and provide stormwater retention on the property in accordance with the LDC and State and regional permitting agencies prior to approval of a development application.

The Staff Report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2025-14 with exhibits	Ordinance No. 2025-14 with exhibits.pdf
2.	VINTAGE ACRES Annexation Staff Report	REV3 VINTAGE ACRES Annexation Staff Report.pdf
3.	Business Impact Estimate - ORD 2025-14 Vintage Acres Annexation	Business Impact Estimate - ORD 2025-14 Vintage Acres Annexation.docx

Penelope Cruz	Created/Initiated - 3/24/2025
Tim Burman	Approved - 4/16/2025
Shannon Balmer	Approved - 4/24/2025
Wayne Clark	Final Approval - 4/24/2025

ORDINANCE NO. 2025-14

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ANNEXING APPROXIMATELY ±56.5 ACRES OF PROPERTY LOCATED WEST OF AIRPORT ROAD AND NORTH OF CHARLES STREET; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owners of real property in an unincorporated area of Volusia County, Florida, contiguous to the boundary of the City of Port Orange and reasonably compact, has petitioned the governing body of the City of Port Orange that said property be annexed to and become part of Port Orange, Florida; and

WHEREAS, the City Council of the City of Port Orange, Florida, has determined that the petition is a bona fide request by the owner of real property in the area proposed to be annexed; and

WHEREAS, the City Council of the City of Port Orange, Florida, finds that it is in the best interest of the citizens of the City of Port Orange to annex said territory into the corporate limits of the City of Port Orange; and

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

Section 1. The City Council of the City of Port Orange hereby annexes the parcel of land described on **Exhibit "A"**, attached hereto and incorporated herein by reference, being in the County of Volusia and contiguous to the boundary lines of the City of Port Orange into the City of Port Orange and said parcel shall be subject to the jurisdiction,

obligations, benefits and privileges of the City of Port Orange.

Section 2. The boundary lines of the City of Port Orange are hereby changed and redefined, including the annexed land, as described in **Exhibit "B",** attached hereto and made a part hereof by reference.

Section 3. Upon approval at first reading, the City Clerk is hereby directed to publish Notice of Annexation as required by Section 171.044(2), Florida Statutes (2024), at least once each week for two (2) consecutive weeks in a newspaper of general circulation in the City of Port Orange or Volusia County and to provide a copy of said notice via certified mail to the Volusia County Council.

Section 4. Within seven (7) days, after adoption of this ordinance, the City Clerk is directed to file the original of said ordinance with the Clerk of the Circuit Court and the chief administrative officer of Volusia County and the Department of State.

Section 5. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 7. This ordinance shall become effective as provided by general law.

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading this day of

Passed and adopted on second and final reading this day of

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

EXHIBIT "A"

(DESCRIPTION BY SLIGER & ASSOCIATES, INC.)

THAT PART OF THE EAST 550 FEET OF THE SOUTH 3/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, EXCEPT THE NORTH 1710 FEET AND EXCEPT THE EAST 25 FEET IN ROAD. AND THE NORTH 254 FEET OF THE EAST 550 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, EXCEPT THE EAST 25 FEET IN ROAD. ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST; THENCE S89°17'40"W ALONG THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 25.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF AIRPORT ROAD (A 50' ROAD AS LAID OUT AND NOW IN USE) AND THE POINT OF BEGINNING; THENCE S00°41'24"E ALONG SAID WESTERLY RIGHT OF WAY LINE 253.26 FEET TO THE SOUTH LINE OF THE NORTHERLY 254 FEET OF THE EAST 550 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST; THENCE ALONG SAID SOUTH LINE S89°10'44"W, 319.15 FEET TO THE EAST LINE OF THE NORTHERLY 126 FEET OF SOUTH 406 FEET OF THE WESTERLY 317.5 FEET OF NORTHEAST 1/4 OF NORTHEAST 1/4 SAID SECTION 1; THENCE S00°57'33"E ALONG SAID EAST LINE 1.00 FEET; THENCE DEPART SAID EAST LINE S89°01'32"W, 205.45 FEET; THENCE N00°58'28"W, 1.55 FEET TO THE SOUTH LINE OF THE NORTHERLY 254 FEET OF THE EAST 550 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE S89°10'44"W ALONG SAID SOUTH LINE 0.41 FEET TO THE WEST LINE OF THE NORTHERLY 254 FEET OF THE EAST 550 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE N00°40'39"W ALONG SAID WEST LINE 254.32 FEET TO THE WEST LINE OF EAST 550 FEET OF SOUTHERLY 3/4 OF SOUTHEAST 1/4 SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST EXCEPT THE NORTHERLY 1710 FEET; THENCE N00°50'04"W ALONG SAID WEST LINE 299.64 FEET TO THE NORTH LINE EAST 550 FEET OF THE SOUTHERLY 3/4 OF SOUTHEAST 1/4 SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST, EXCEPT THE NORTHERLY 1710 FEET; THENCE N88°54'23"E ALONG SAID NORTH LINE 524.09 FEET TO THE WESTERLY RIGHT OF WAY LINE OF AFORE SAID AIRPORT ROAD; THENCE S00°59'46"E ALONG SAID WESTERLY RIGHT OF WAY LINE 303.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 291,595 SQ. FT. OR 6.694 ACRES MORE OR LESS.

TOGETHER WITH

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 17

SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE LOCALY ACCEPTED NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST, SAID CORNER BEING A 4 INCH BY 4 INCH CONCRETE MONUMENT STAMPED PLS #4722; THENCE N89º17’40”E, ALONG THE NORTH LINE OF SAID SECTION 1, 40.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 1, N89º17’40”EAST, 2,056.09 FEET; THENCE DEPARTING SAID NORTH LINE, S00º40’39”E, 254.34 FEET; THENCE S89º10’44”W, 111.65 FEET; THENCE S00º39’34”E, 406.64 FEET; THENCE S89º11’50”W, 1,224.42 FEET; THENCE S00º37’28”E, 619.13 FEET TO THE NORTHERLY RIGHT OF WAY OF CHARLES STREET, SAID RIGHT OF WAY BEING PRESCRIPTIVE ACCORDING TO THE DEPARTMENT OF ENGINEERING, VOLUSIA COUNTY FLORIDA, DRAWING NUMBER P-26 1687-1-2 DATED OCTOBER 5, 1978 WITH A VARIABLE WIDTH; THENCE ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING 8 COURSES, N87º58’36”W, 38.96 FEET; THENCE N89º45’10”W, 100.06 FEET; THENCE N88º36’27”W, 100.05 FEET; THENCE N89º45’10”W, 100.00 FEET; THENCE S89º57’38”W, 100.01 FEET; THENCE N89º23’01”W, 100.00 FEET; THENCE N89º45’10”W, 100.00 FEET; THENCE N89º56’20”W, 82.84 FEET TO THE EASTERLY RIGHT OF WAY OF RUSSELL ROAD, SAID RIGHT OF WAY BEING 40.00 FEET IN WIDTH; THENCE DEPARTING AFORE MENTIONED RIGHT OF WAY OF CHARLES STREET AND ALONG SAID EASTERLY RIGHT OF WAY OF RUSSELL ROAD, N00º34’09”W, 1,267.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,757,703 SQUARE FEET, OR 40.35 ACRES

TOGETHER WITH

THE WESTERLY 660 FEET OF THE EASTERLY 1887 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4, SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST, TOGETHER WITH A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST LESS THAT PORTION IN CHARLES STREET, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST; THENCE S89°03'39"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST, A DISTANCE OF 1257.11 FEET; THENCE DEPART SAID SOUTH LINE N00°35'58"W, 29.58 FEET TO THE NORTH RIGHT OF WAY LINE OF CHARLES STREET (PRESCRIPTIVE R/W WIDTH VARIES PER VOLUSIA COUNTY DEPARTMENT OF ENGINEERING, DRAWING No. P26 1687-1-2) AND THE POINT OF

BEGINNING; THENCE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING SEVEN COURSES, S89°40'29"W, 69.18 FEET; THENCE N89°40'23"W, 99.89 FEET; THENCE N89°10'47"W, 100.01 FEET; THENCE S89°40'27"W, 100.00 FEET; THENCE N89°10'48"W, 100.00 FEET; THENCE N89°48'37"W, 99.94 FEET; THENCE N87°58'36"W, 61.07 FEET TO THE WEST LINE OF THE WESTERLY 660 FEET OF THE EASTERLY 1887 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4, SAID SECTION 1; THENCE N00°37'28"W ALONG SAID WEST LINE 619.13 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 SAID SECTION 1; THENCE N89°11'50"E ALONG SAID NORTH LINE 694.68 FEET TO THE EAST LINE 0F NORTHERLY 281.71' OF THE WEST 35 FEET OF THE EASTERLY 1227 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 SAID SECTION 1; THENCE S00°41'29"E ALONG SAID EAST LINE 279.63 FEET; THENCE DEPART SAID EAST LINE S88°59'54"W, 64.90 FEET; THENCE S00°35'58"E, 351.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 413094 SQ. FT. OR 9.483 ACRES MORE OR LESS.

EXHIBIT "B"

LEGAL DESCRIPTION FOR THE CITY LIMITS OF PORT ORANGE, FLORIDA (PREPARED BY SLIGER & ASSOCIATES, INC.) (LAST REVISED FEBRUARY 25, 2025 BY SOUTHEASTERN SURVEYING & MAPPING CORP.)
ALL THAT PARCEL OF LAND BEING A PORTION OF:

TOWNSHIP 16 SOUTH, RANGE 33 EAST; TOWNSHIP 15 SOUTH, RANGE 33 EAST; TOWNSHIP 15 SOUTH, RANGE 32 EAST; TOWNSHIP 16 SOUTH, RANGE 32 EAST; AND TOWNSHIP 17 SOUTH, RANGE 33 EAST; BEING LOCATED WITHIN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, PUBLIC LAND SURVEYS IN THE STATE OF FLORIDA;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 3 , TO THE SOUTHERLY LINE OF THE FOLLOWING DESCRIBED PROPERTY, AS RECORDED IN OFFICIAL RECORDS BOOK 1890, PAGE 0911, PUBL````IC RECORDS OF VOLUSIA COUNTY, FLORIDA:

((O.R.B. 1890, PAGE 0911) LOT 4, SUB. OF U.S. GOVERNMENT LOT 1, IN SECTION 34, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AS LAYS WESTERLY OF U.S. HIGHWAY #1, AS RECORDED IN MAP BOOK 3, PAGE 136, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; ALSO PART OF GOVERNMENT LOT 1, LYING NORTH OF DOUGHERTY CANAL AND WEST OF U.S. HIGHWAY #1, SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5 OF SAID SUBDIVISION IN SECTION 34, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AND/OR THE NORTHWEST CORNER OF SAID LOT 1 IN SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, RUN THENCE S0°06'30"E, ALONG SAID WEST LINE OF LOT 1, SECTION 3, A DISTANCE OF 409.1 FEET TO A POINT THEREIN; THENCE N64°58'03'E, A DISTANCE OF 867.30 FEET TO A POINT IN THE WESTERLY LINE OF THE 100 FOOT RIGHT-OF-WAY OF U.S. HIGHWAY #1, AS NOW OCCUPIED AND ESTABLISHED; THENCE N21°23'44"W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 488.6 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF LOT 5, A SUB. OF LOT 1, SECTION 34, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AFORESAID, THENCE S60°39'46"W ALONG SAID NORTH LINE OF LOT 5, A DISTANCE OF 696.93 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 0°17'00"W, ALONG THE WEST LINE FO LOT 5, A DISTANCE OF 72.0 FEET TO THE POINT OF BEGINNING, CONTAINING 8.69 ACRES.)

THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE, TO A POINT IN THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY #1 (RIDGEWOOD AVENUE);

THENCE EASTERLY TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY #1 WITH THE SOUTHERLY LINE OF THE NORTHERLY 20 FEET OF LOT 3, MARY ROUTH SMITH SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 53, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE NORTHERLY 20 FEET OF SAID LOT 3 TO THE EASTERLY LINE OF THE WESTERLY 175 FEET OF THE NORTHERLY 20 FEET OF SAID LOT 3;
THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID WESTERLY 175 FEET TO THE SOUTHERLY LINE OF RIVERLAND PARK, AS RECORDED IN MAP BOOK 9, PAGE 10, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID RIVERLAND PARK TO THE WESTERLY LINE OF THE EASTERLY 132.5 FEET OF SAID LOT 3;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE, TO THE SOUTHERLY LINE OF THE NORTHERLY 80 FEET OF SAID LOT 3;

THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF THE NORTHERLY 80 FEET, TO THE MEAN HIGH WATER LINE ON THE WESTERLY SHORE OF THE HALIFAX RIVER;

THENCE EASTERLY ACROSS SAID HALIFAX RIVER, TO THE SOUTHWEST CORNER OF LOT 21, RIVERVIEW SUBDIVISION ADDITION NO. 1, AS RECORDED IN MAP BOOK 19, PAGE 210, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 21 AND THE EASTERLY PROLONGATION THEREOF, TO THE SOUTHWEST CORNER OF LOT 34, SAID RIVERVIEW SUBDIVISION, ADDITION NO. 1;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 34, TO THE NORTH LINE OF SAID LOT 34;

THENCE EASTERLY ALONG SAID NORTH LINE OF LOT 34, TO THE EAST LINE OF SAID LOT 34;

THENCE SOUTHERLY ALONG SAID EAST LINE OF LOT 34, TO THE SOUTH LINE OF SAID RIVERVIEW SUBDIVISION, ADDITION NO. 1;

THENCE EASTERLY ALONG SAID SOUTH LINE OF RIVERVIEW SUBDIVISION ADDITION NO. 1, AND THE EASTERLY PROLONGATION THEREOF, TO THE EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE , TO THE NORTHWEST CORNER OF LOT 21, BLOCK F, VAN VALZAH SUBDIVISION, AS RECORDED IN MAP BOOK 15, PAGE 64, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 21, TO THE EAST LINE OF SAID LOT 21;

THENCE SOUTHERLY ALONG SAID EAST LINE OF LOT 21 AND THE EAST LINE OF LOTS 16-20, SAID BLOCK F , TO THE SOUTH LINE OF SAID LOT 16;

THENCE WESTERLY ALONG SAID SOUTH LINE OF LOT 16, TO SAID EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE TO THE NORTHERLY LINE OF THE SOUTHERLY 40 FEET OF THE NORTHERLY 640 FEET OF WINTHROP HOLDING CORPORATION'S RESUBDIVISION, PER MAP RECORDED IN MAP BOOK 11, PAGE 107, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG SAID NORTHERLY LINE OF THE SOUTHERLY 40 FEET OF THE NORTHERLY 640 FEET, TO THE EASTERLY LINE OF SAID WINTHROP HOLDING CORPORATION'S RESUBDIVISION;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF WINTHROP HOLDING CORPORATION'S RESUBDIVISION, TO THE SOUTHERLY LINE OF THE NORTHERLY 740 FEET OF SAID WINTHROP HOLDING CORPORATION'S RESUBDIVISION;

THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF THE NORTHERLY 740 FEET AND THE WESTERLY PROLONGATION THEREOF, TO SAID MEAN HIGH WATER LINE ON THE EASTERLY SHORE OF THE HALIFAX RIVER;

THENCE SOUTHERLY ALONG SAID MEAN HIGH WATER LINE, TO THE INTERSECTION WITH THE FOLLOWING DESCRIBED LINE OR THE EASTERLY PROLONGATION THEREOF, PER SAID HOUSE BILL NO. 1911;

((HOUSE BILL NO. 1911) BEGIN AT A CONCRETE MONUMENT ON THE SOUTH LINE OF FLEMING AVENUE AS SHOWN ON THE PLAT OF MARY C. FLEMING SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID MONUMENT BEING 765.45 FEET EASTERLY, AS MEASURED ALONG SAID SOUTH LINE OF FLEMING AVENUE, FROM THE WEST LINE OF RIDGEWOOD AVENUE, A 100 FOOT STREET AS SHOWN ON THE PLAT OF NORWOOD, AS RECORDED IN MAP BOOK 5, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ACROSS THE HALIFAX RIVER IN A STRAIGHT LINE, TO A POINT ON THE NORTH LINE OF SECTION 11, TOWNSHIP 16 SOUTH, RANGE 33 EAST, SAID POINT BEING 1196.25 FEET WESTERLY, AS MEASURED ALONG SAID NORTH LINE OF SECTION 11, FROM THE NORTHEAST CORNER OF SAID SECTION 11, SAID POINT BEING THE END OF SAID DESCRIBED LINE);

THENCE WESTERLY ALONG SAID DESCRIBED LINE, TO THE EASTERLY LINE OF THE INTRACOASTAL WATERWAY;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF THE INTRACOASTAL WATERWAY, TO THE NORTHERLY LINE OF THE CORPORATE LIMITS OF THE TOWN OF PONCE INLET;

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF THE CORPORATE LIMITS, TO THE WESTERLY MEAN HIGH WATER LINE OF THE HALIFAX RIVER;

THENCE SOUTHERLY ALONG THE WESTERLY MEAN HIGH WATER LINE OF THE HALIFAX RIVER TO THE NORTHERLY MEAN HIGH WATERLINE OF ROSE BAY;

THENCE WESTERLY ALONG SAID NORTHERLY MEAN HIGH WATERLINE, TO A POINT THAT IS 300 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES, TO THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY;

THENCE, PARALLEL WITH SAID EAST RIGHT OF WAY LINE, SOUTHERLY, TO THE NORTHERLY LINE OF THE PALMAS GRANT, BEING SECTION 38, TOWNSHIP 16 SOUTH RANGE 33 EAST;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID PALMAS GRANT, TO THE WEST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY;

THENCE SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE, TO THE NORTHERLY MEAN HIGH WATER LINE OF STRICKLAND BAY (SPRUCE CREEK);

THENCE WESTERLY ALONG THE NORTHERLY MEAN HIGH WATER LINE OF SAID STRICKLAND BAY, TO THE WESTERLY LINE OF SAID PALMAS GRANT;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID PALMAS GRANT, TO THE SOUTH LINE OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 27, TO THE WEST LINE OF SPRUCE CREEK ROAD;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SPRUCE CREEK ROAD PARALLEL WITH THE WEST LINE OF SECTION 34, TOWNSHIP 16 SOUTH, RANGE 33 EAST, TO A POINT ON A LINE, SAID LINE BEING PERPENDICULAR TO THE WEST LINE OF SECTION 34 AND 205 FEET SOUTHERLY OF, AS MEASURED ALONG SAID WEST LINE FROM THE NORTHWEST CORNER THEREOF;

THENCE EASTERLY ALONG SAID PERPENDICULAR LINE, TO SAID WEST LINE OF SECTION 34;

THENCE WESTERLY ALONG THE WESTERLY PROLONGATION OF SAID PERPENDICULAR LINE A DISTANCE OF 200 FEET;

THENCE NORTHERLY, PARALLEL WITH SAID WEST LINE OF SECTION 34, TO THE NORTH LINE OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG SAID NORTH LINE OF SECTION 33, TO THE EAST LINE OF THE W 1/2 OF THE NE 1/4 OF SAID SECTION 33;

THENCE SOUTHERLY ALONG SAID EAST LINE OF THE W 1/2 OF THE NE 1/4, TO THE NORTHEAST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 33;

THENCE SOUTHERLY ALONG THE EAST LINE OF SAID NW 1/4 OF THE SE 1/4, TO THE NORTH LINE OF THE S 1/2 OF THE SE 1/4 OF SAID SECTION 33;

THENCE EASTERLY ALONG SAID NORTH LINE OF THE S 1/2 OF THE SE 1/4, TO THE EAST LINE OF SAID SECTION 33;

THENCE SOUTHERLY ALONG SAID EAST LINE OF SECTION 33, TO THE SOUTH LINE OF SAID SECTION 33;

THENCE WESTERLY ALONG SAID SOUTH LINE OF SECTION 33, TO THE EAST LINE OF THE W 1/2 OF SECTION 4, TOWNSHIP 17 SOUTH, RANGE 33 EAST;

THENCE SOUTHERLY ALONG SAID EAST LINE OF THE W 1/2 OF SECTION 4 , TO THE NORTH LINE OF THE SOUTHERLY 578 FEET OF THE NW 1/4 OF SAID SECTION 4;

THENCE WESTERLY ALONG SAID NORTH LINE OF THE SOUTHERLY 578 FEET, TO THE WEST LINE OF THE EASTERLY 176 FEET OF SAID NW 1/4;

THENCE SOUTHERLY ALONG SAID WEST LINE OF THE EASTERLY 176 FEET, TO THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 4;

THENCE EASTERLY ALONG SAID SOUTH LINE OF THE NW 1/4, TO THE EAST LINE OF THE SW 1/4 OF SAID SECTION 4;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE SW 1/4 OF SAID SECTION 4, TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF THE NW 1/4 OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, TO THE NORTHERLY LINE OF SR 40-A (AKA PIONEER TRAIL);

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF SR 40-A, TO THE WEST LINE OF LOT 3, 2ND SUBDIVISION OF ABBOTT FARMS, AS RECORDED IN MAP BOOK 8, PAGE 134, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 3, TO THE SOUTHWEST CORNER OF LOT 18, SAID 2ND SUBDIVISION OF ABBOTT FARMS;

THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 18, TO THE SOUTH LINE OF THE NORTH 827 FEET OF LOT 19;

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE NORTH 827 FEET AND ALONG THE SOUTH LINE OF LOT 20, SAID 2ND SUBDIVISION OF ABBOTT FARMS, TO THE WEST LINE OF SAID LOT 20;

THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 20, TO THE SOUTH LINE OF THE NW 1/4, SECTION 6, TOWNSHIP 17 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NW 1/4, TO THE WEST LINE OF THE SE 1/4 OF THE NW 1/4 SAID SECTION 6;

THENCE NORTHERLY ALONG SAID WEST LINE OF THE SE 1/4 OF THE NW 1/4 OF SECTION 6, TO THE SOUTH LINE OF THE N 1/2 OF THE SW 1/4 OF THE NW 1/4, SAID SECTION 6;

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE SW 1/4 OF THE NW 1/4, TO THE EAST LINE OF THE WEST 256.00 FEET OF THE N 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 6;

THENCE IN A NORTHERLY DIRECTION ALONG SAID EAST LINE OF THE WEST 256.00 FEET TO THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 6, SAID SOUTH LINE ALSO BEING THE SOUTH LINE OF WATERS EDGE, PHASE V, AS RECORDED IN MAP BOOK 47, PAGES 117-120 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE IN A WESTERLY DIRECTION ALONG SAID SOUTH LINE OF WATERS EDGE, PHASE V, 181.27 FEET TO THE EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD, A 50 FOOT RIGHT OF WAY AS NOW LAID OUT AND IN USE;

THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE TO THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 6;

THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, WESTERLY ALONG SAID SOUTH LINE OF THE NW 1/4 OF SAID SECTION 6 TO THE WEST RIGHT OF WAY LINE OF AIRPORT ROAD;

THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE, TO THE SOUTHEAST CORNER OF THE FOLLOWING DESCRIBED PROPERTY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 7389, PAGES 158-160, OF THE OFFICIAL RECORDS OF VOLUSIA COUNTY:

((O.R.B. 7389, PAGES 158-160) BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST RUN THENCE SOUTH 89 DEGREES 19 MINUTES 02 SECONDS WEST ALONG THE SOUTH INE OF SAID SECTION 36 FOR A DISTANCE OF 25.00 FEET TO THE EXISTING WEST RIGHT OF WAY LINE OF AIRPORT ROAD AS NOW IN USE; THENCE NORTH 00 DEGREES 55 MINUTES 39 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID SECTION 36, FOR A DISTANCE OF 288.48 FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 54 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 524.46 FEET TO THE EAST LINE OF RESERVE AT SPRUCE CREEK UNIT III-D, SECTION 3, AS RECORDED IN MAP BOOK 47 PAGE

70, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 57 MINUTES 26 SECONDS WEST ALONG THE SAID EAST LINE OF RESERVE AT SPRUCE CREEK UNIT III-D, SECTION 3, FOR A DISTANCE OF 14.70 FEET; THENCE NORTH 88 DEGREES 54 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 524.43 FEET TO THE WEST LINE OF AFORESAID AIRPORT ROAD; THENCE SOUTH 00 DEGREES 55 MINUTES 39 SECONDS EAST ALONG SAID WEST LINE OF AIRPORT ROAD FOR A DISTANCE OF 14.71 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 0.177 ACRES MORE OR LESS)

THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, WESTERLY ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7389, PAGES 158-160 TO WEST LINE OF THE FOLLOWING DESCRIBED PROPERTY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4376, PAGES 4707-4710, OF THE OFFICIAL RECORDS OF VOLUSIA COUNTY:

((O.R.B. 4376, PAGES 4707-4710) THE NORTH ONE-HALF OF THE NORTHEAST QUARTER IF THE NORTHEAST QUARTER (N.1/2 OF NE 1/4 OF THE NE 1/4) AND THE WESTERLY 528 FEET OF THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (S 1/2 OF THE NE 1/4 OF THE NE 1/4) AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW 1/4 OF NE 1/4) OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST: AND ALSO THE SOUTH THREE QUARTERS OF THE SOUTHEAST QUARTER (S 3/4 OF SE 1/4) AND THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (S 1/2 OF THE NE 1/4 OF THE SW 1/4) AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4 OF THE NE 1/4 OF THE SE 1/4) AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SW 1/4 OF THE SE 1/4 OF THE NW 1/4) OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST: EXCEPTING THEREFROM THOSE RESERVATIONS SET FORTH IN THAT CERTAIN DEED FROM H, M. HEARD AND HELLIE M. HEARD, HIS WIFE, TO GORDON C. SWEBILIUS AND BEATRICE DIETZ SWEBILIUS HIS WIFE DATED FEBRUARY 1, 1954 AND RECORDED FEBRUARY 1, 1954 IN OR BOOK 499, PAGE 319, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AN EXCEPTING THEREFROM THOSE CERTAIN RIGHT-OF-WAY CONVEYANCES AS PER THAT CERTAIN DEED FROM GORDON G. SWEBILIUS AND BEATRICE DIETZ SWEBILIS, HIS WIFE, TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, EXISTING UNDER THE LAWS OF THE STATE OF NEW YORK, DATED NOVEMBER 1, 1956 AND RECORDED NOVEMBER 2, 1956 IN BOOK DD 572, PAGE 291, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
AND FURTHER EXCEPTING THEREFROM THE FOLLOWING CONVEYANCES SUBSEQUENTLY MADE BY THE GRANTOR HEREIN AND MORE PARTICULARLY SET FOR HEREIN AS FOLLOWS:
PARCEL NO. 1: THAT CERTAIN CONVEYANCE FROM THE GRANTOR HEREIN TO SALLY Z. GILLESPIE DATED AUGUST 27, 1976 AND RECORDED AUGUST 31, 1976 IN OR BOOK 1855 PAGE 0484. PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA
PARCEL NO.2: THAT CERTAIN CONVEYANCE FROM THE GRANTOR HEREIN TO GORDON FITCH AND ALBERTA A. FITCH, HIS WIFE, DATED MAY 22, 1975 AND RECORDED MAY 27, 1975 IN OR BOOK 1781, PAGE 748, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
PARCEL NO.3: THAT CERTAIN CONVEYANCE FROM THE GRANTOR HEREIN TO GORDON FITCH AND ALBERTA FITCH, HIS WIFE, DATED MAY 21, 1975 AND RECORDED MAY 23, 1975 IN OR BOOK 1781, PAGE 0257, PUBLIC RECORDS IF VOLUSIA COUNTY, FLORIDA.
PARCEL NO.4: THAT CERTAIN CONVEYANCE FROM THE GRANTOR HEREIN TO ALBERTA FITCH AND GORDON FITCH, HER HUSBAND, DATED MARCH 5, 1959 AND RECORDED MARCH 13, 1959 IN OR BOOK 183, PAGE 197, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
PARCEL NO.5: THAT CERTAIN CONVEYANCE FROM THE GRANTOR HEREIN TO JOHN HOWARD SWEILIUS, A SINGLE MAN DATED NOVEMBER 27, 1974 AND, RECORDED DECEMBER 6, 1974 IN OR BOOK 1757, PAGE 0936 PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
PARCEL NO.6: THAT CERTAIN CONVEYANCE FROM THE GRANTOR HEREIN TO HALLIE D. CARNES AND PHYLLIS H. CARNES, HIS WIFE, DATED DECEMBER 14, 1968 AND RECORDED FEBRUARY 28, 1969 IN OR BOOK 1080, PAGE 63, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL NO.7: THAT CERTAIN CONVEYANCE FROM THE GRANTOR HEREIN TO MICHAEL JAMES BECKHAM AND SUSAN BEATRICE BECKHAM, HIS WIFE, DATED MAY 29, 1975 AND RECORDED MAY 30, 1975 IN OR BOOK 1782, PAGE 0496, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
PARCEL NO.8: THAT CERTAIN CONVEYANCE FROM THE GRANTOR HEREIN TO DANIEL JACKSON LEDGER AND CHRISTINE LEDGER, HIS WIFE, DATED MAY 25, 1974 AND RECORDED MAY 29, 1974 IN OR BOOK 1726, PAGE 0404, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
PARCEL NO.9: ANY AND ALL CONVEYANCES HERETO FORE MADE BY THE GRANTOR HEREIN NOT SPECIFICALLY SET FORTH IN THE EXCEPTION ABOVE.)

THENCE WESTERLY AND SOUTHERLY ALONG SAID WEST LINE TO THE NORTHEAST CORNER OF THE FOLLOWING DESCRIBED PROPERTY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8544, PAGES 2400-2402, OF THE OFFICIAL RECORDS OF VOLUSIA COUNTY:

((O.R.B. 8544, PAGES 2400-2402) PARCEL 1: THE WESTERLY 66 FEET OF THE EASTERLY 1887 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4, SECTION 1, T17S, R32E, CONTAINING 10 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, T17S, R32E; THENCE WESTERLY ALONG THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4, SAID SECTION 1, A DISTANCE OF 1227 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY A DISTANCE 660 FEET; THENCE NORTHERLY AND PARALLEL TO THE EASTERLY LINE OF SECTION 1, A DISTANCE OF 660 FEET; THENCE EASTERLY AND PARALLEL TO THE SAID SOUTHERLY LINE OF THE SOUTH 1/2 OF THE NORTH 1/2\, A DISTANCE OF 660 FEET; THENCE SOUTHERLY AND PARALLEL TO THE SAID EASTERLY LINE OF SECTION 1, A DISTANCE OF 660 FEET TO THE POINT OF BEGINNING. CONTAINING 10 ACRES MORE OR LESS. THE SOUTHERLY 15 FEET OF THE ABOVE DESCRIBED PROPERTY SUBJECT TO A ROAD EASEMENT (CHALES ST.)

PARCEL 2: A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST AND BEING DESCRIBED AS FOLLOWS:
AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST; THENCE S 89°55'39' W ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST, A DISTANCE OF 1277.00 FEET; THENCE N 00°45'43" W, A DISTANCE OF 281.71 FEET; THENCE N 89°04'43" E, A DISTANCE A 35.40 FEET; THENCE S 00°45'43" E, A DISTANCE 281.71 FEET; THENCE S 88°55'39" W, A DISTANCE OF 35.40 FEET TO THE POINT OF BEGINNING. CONTAINING 9975.41 SQUARE FEET OR 0.23 ACRES MORE OR LESS.)

THENCE SOUTHERLY AND WESTERLY ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8544, PAGES 2400-2402 TO THE SOUTH LINE OF THE NOTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST;

THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST ¼ OF SAID SECTION 1 TO THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4376, PAGES 4707-4710;

THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTH LINE OF SAID SECTION 1;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 1, TO THE WEST LINE OF THE EAST 550 FEET OF THE SOUTH 3/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID EAST 550 FEET TO THE NORTH LINE OF THE SOUTH 420 FEET OF THE NORTH 660 FEET OF THE S 3/4 OF THE SE 1/4 OF SAID SECTION 36;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTH 420 FEET TO THE WEST LINE OF SAID SECTION 31;

THENCE NORTHERLY ALONG SAID WEST LINE OF THE SE 1/4 OF SECTION 31, TO THE NORTHERLY RIGHT OF WAY LINE OF AIRPORT ROAD, A 100 FOOT RIGHT-OF-WAY, RECORDED IN OFFICIAL RECORDS BOOK 3048, PAGE 514, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

((O.R.B. 3048, PAGE 514) A PORTION OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID SECTION 31, RUN S89°59'54"W ALONG THE NORTH LINE OF SAID SECTION 31 A DISTANCE OF 50.01 FEET TO THE CENTERLINE OF PROPOSED AIRPORT ROAD, A 100.00 FOOT RIGHT-OF-WAY, AND THE POINT OF BEGINNING: THENCE DEPARTING SAID NORTH LINE OF SECTION 31, RUN ALONG SAID CENTERLINE THE FOLLOWING COURSES AND DISTANCES; S00°59'39"E, PARALLEL WITH THE EAST LINE OF SAID SECTION 31 A DISTANCE OF 423.69 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1400.00 FEET AND A CENTRAL ANGLE OF 38°40'52"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 945.16 FEET; THENCE S57°41'13"W A DISTANCE OF 1852.57 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1400.00 FEET AND A CENTRAL ANGEL OF 51°21'59"; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1255.12 FEET; THENCE S89°03'12"W A DISTANCE OF 2666.46 FEET TO THE WEST LINE OF SAID SECTION 31, AND THE TERMINATION OF SAID CENTERLINE, THE RIGHT-OF-WAY LINES OF SAID AIRPORT ROAD TO LENGTHEN OR SHORTEN TO INTERSECT WITH THE NORTH AND WEST LINES OF SAID SECTION 31);

THENCE NORTHEASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, TO THE BOUNDARY OF SABAL CREEK P.U.D., PHASE I, AS RECORDED IN MAP BOOK 44, PAGES 167-170, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE ALONG SAID BOUNDARY OF SABAL CREEK P.U.D., PHASE I , WESTERLY, SOUTHERLY AND NORTHERLY, TO THE SOUTHERLY MOST CORNER OF SABAL CREEK P.U.D., PHASE III, AS RECORDED IN MAP BOOK 45, PAGES 169 AND 170, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF PARCEL "F", SAID SABAL CREEK P.U.D. PHASE III, TO THE NORTH CORNER OF PARCEL "C", SPRUCE CREEK SUBDIVISION, UNIT III-E, AS RECORDED IN MAP BOOK 43, PAGES 98-100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA SAID NORTH CORNER OF PARCEL "C", BEING ON THE SOUTHERLY BOUNDARY OF THE SANCTUARY ON SPRUCE CREEK, PHASE IIB, AS RECORDED IN PLAT BOOK 46, PAGES 17-19, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE WESTERLY AND NORTHERLY ALONG THE BOUNDARY OF SAID THE SANCTUARY ON SPRUCE CREEK, PHASE IIB, TO THE BOUNDARY OF SPRUCE CREEK SUBDIVISION UNIT II B, AS RECORDED IN PLAT BOOK 38, PAGES 56-59, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE BOUNDARY OF SAID SPRUCE CREEK SUBDIVISION, UNIT II B, TO THE BOUNDARY OF SPRUCE CREEK SUBDIVISION UNIT II C, AS RECORDED IN PLAT BOOK 40, PAGES 79-81, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE BOUNDARY OF SAID SPRUCE CREEK SUBDIVISION UNIT II C, TO THE BOUNDARY OF FLY-IN SPRUCE CREEK, INC. SUBDIVISION, AS RECORDED IN PLAT BOOK 33, PAGES 103-108 IN PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE BOUNDARY OF SAID FLY-IN SPRUCE CREEK, INC. SUBDIVISION, TO THE CENTER LINE OF SPRUCE CREEK;

THENCE EASTERLY ALONG THE CENTER LINE OF SAID SPRUCE CREEK, TO THE WEST LINE OF THE EAST 1/2 OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE NORTHERLY ALONG SAID WEST LINE OF THE EAST 1/2 OF SECTION 30, TO THE NORTHWEST CORNER THEREOF;

THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 30 TO THE WEST LINE OF THE EAST 683.71 FEET OF THE NORTHWEST ¼ OF SAID SECTION 30;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE EAST 683.71 FEET OF THE NORTHWEST ¼ OF SAID SECTION 30 TO THE MEAN HIGH WATER LINE OF THE NORTHERLY SHORE LINE OF SPRUCE CREEK;

THENCE WESTERLY ALONG SAID MEAN HIGH WATER LINE TO THE EAST LINE OF THE WESTERLY 825 OF SAID SECTION 30;

THENCE NORTHERLY ALONG SAID EAST LINE TO THE SOUTH LINE OF THE NORTHERLY 1000 FEET OF SAID SECTION 30;

THENCE EASTERLY ALONG SAID SOUTH LINE TO THE EAST LINE OF THE WEST 925 FEET OF SAID SECTION 30;

THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF SAID SECTION 30;

THENCE WESTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 30;

THENCE SOUTHERLY ALONG SAID EAST LINE TO THE MEAN HIGH WATER LINE OF THE NORTH SHORE OF SPRUCE CREEK;

THENCE WESTERLY ALONG SAID MEAN HIGH WATER LINE TO THE WEST LINE OF SAID SECTION 30 AND THE EAST LINE OF THE FOLLOWING DESCRIBED PROPERTY, AS RECORDED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

((O.R.B. 4823, PAGE 1318) A PORTION OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, A PORTION OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID MONUMENT BEING THE SOUTHEAST CORNER OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE S03°39'12W ALONG THE EASTERLY LINE OF SAID SECTION 25, 851.62 FEET TO AN INTERSECTION WITH THE NORTHERLY SHORE LINE OF SPRUCE CREEK; THENCE GENERALLY WESTERLY, SOUTHERLY AND WESTERLY ALONG THE NORTHERLY SHORE LINE OF SAID SPRUCE CREEK TO AN INTERSECTION WITH A LINE THAT BEARS S04°31'03"W OF THE SOUTHWEST CORNER OF LOT 7 OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE N04°31'03"E, 1625 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE S86°38'33"E ALONG THE SOUTH LINE OF SAID R. L. LEFFMAN'S HOMESTEAD 664.75 FEET; THENCE N04°06'44"E 380.26 FEET; THENCE

N87°00'44"W 981.56 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF OCCUPIED TAYLOR ROAD; THENCE N30°08'14"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 44.95 FEET; THENCE S87°00'44"E 1406.14 FEET, THENCE N04°06'44"E 698.24 FEET; THENCE N87°00'44"W 999.285 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD AS OCCUPIED; THENCE N44°10'51"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 264.34 FEET TO THE NORTH LINE OF R. L. LEFFMAN'S HOMESTEAD; THENCE S87°00'44"E ALONG THE NORTH LINE OF SAID R.L. LEFFMAN'S HOMESTEAD 1044.66 FEET TO THE WEST LINE OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N04°06'44"E ALONG THE SAID WEST LINE OF SECTION 19 145.36 FEET; THENCE S85°44'44" E 1313.42 FEET; THENCE N03°50'56"E 1341.70 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S85°19'42"E 326.83 FEET; THENCE S03°46'57"W 1339.235 FEET; THENCE S85°44'44" E 328.36 FEET; THENCE S03°42'57"W 668.39 FEET; THENCE S85°57'39"E 658.25 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S03°34'54"W ALONG THE SAID EAST LINE 665.93 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE N89°10'30"W 2639.195 FEET TO THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE S03°35'41.5"W ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST 113.775 FEET TO THE CONCRETE MONUMENT AND THE POINT OF BEGINNING.

ALSO

LANDS LYING SOUTHERLY OF THE NORTH BANK OF SPRUCE CREEK AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL THREE: ALL THAT PART OF THE SE ¼, NE ¼, SECTION TWENTY FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY TWO (32) EAST, LYING AND BEING SOUTH AND EAST OF SPRUCE CREEK, EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL FOUR: ALL THAT PART OF THE WEST ½, NE ¼, SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY-TWO (32) EAST, LYING AND BEING SOUTH OF SPRUCE CREEK EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE EXCEPTED PORTION OF PARCELS THREE AND FOUR ABOVE ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT ON THE NORTH LINE OF THE NE ¼ OF THE SW ¼ OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED N49°40'40"E, 2088.72 FEET FROM A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF A TRACT OF LAND OWNED BY BELLE MURRAY AND BENNIE L. GRIFFIN; THENCE N89°01'30"E, ALONG THE NORTH LINE OF THE SOUTH ½ OF SAID SECTION 25, 1218.44 FEET TO A CONCRETE MONUMENT LOCATED AT THE TOP OF THE BLUFF OF THE EAST SIDE OF SPRUCE CREEK SWAMP FOR A PLACE OF BEGINNING; THENCE FROM SAID PLACE OF BEGINNING ALONG THE TOP OF THE BLUFF THE FOLLOWING COURSES AND DISTANCES: N00°59'20"W, 220.07 FEET TO A CONCRETE MONUMENT; N62°26'20"E, 300 FEET TO A CONCRETE MONUMENT; N54°33'00"E, 690 FEET TO A CONCRETE MONUMENT; N59°56'40"E, 320 FEET TO A CONCRETE MONUMENT; N80°57'00"E, 285 FEET TO A CONCRETE MONUMENT; N60°28'30"E, 366.58 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED S00°31'50"W, 206.82 FEET FROM THE NORTHEAST CORNER OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE ¼ OF SECTION 25 TO THE

SOUTHEAST CORNER OF THE NE ¼ OF SECTION 25; THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE NE ¼ OF SECTION 25 TO THE PLACE OF BEGINNING),

THENCE SOUTHERLY, SOUTHWESTERLY, NORTHEASTERLY AND NORTHERY ALONG THE BOUNDARY LINES OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TO THE SOUTHWEST CORNER OF LOT 7, R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE SOUTH LINE OF LOT 7, RESUBDIVISION OF A PART OF THE LIVINGSTON HOMESTEAD AS RECORDED IN MAP BOOK 10, PAGE 240, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 7, RESUBDIVISION OF A PART OF THE LIVINGSTON HOMESTEAD; THENCE WESTERLY TO THE WESTERLY RIGHT OF WAY LINE OF TAYLOR ROAD AT ITS INTERSECTION WITH THE SOUTH LINE OF THE SOUTHE4AST ¼ OF SAID SECTION 24;

THENCE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE SOUTH LINE OF THE LANDS DESCRIBED IN THE CITY OF PORT ORANGE, FLORIDA ANNEXATION ORDINANCE NUMBER 1998-80 AND DESCRIBED AS FOLLOWS,

((ORDINANCE NO. 1998-80) LEGAL DESCRIPTION:
THE EAST ½ OF THE SOUTHWEST ¼, TOWNSHIP 16, RANGE 32, SECTION 24, VOLUSIA COUNTY, FLORIDA AND THE NORTH 413.51 FEET MEASURED ON AND WEST OF ENTERPRISE ROAD OF LOT 3 AND THE NORTH 313.50 FEET MEASURED TO THE WEST LINE OF LOT 4 BEING 1524.43 FEET ON THE NORTH LINE AND 1254.78 FEET ON THE SOUTH LNE EXCEPTING THE TRIANGLE IN THE NORTHEAST CORNER PER OFFICIAL RECORD BOOK 1307, PAGE 83, BEING 296.79 FEET ON NORTH LINE AND 196.59 FEET ON ROAD PER OFFICIAL RECORD BOOK 275, PAGE 296, SUBDIVISION OF SOUTH ½ OF SOUTHEAST ¼ PER OFFICIAL RECORD BOOK 1709, PAGE 1430, AS RECORDED IN THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA.

ALSO DESCRIBED AS (O.R. BOOK 3078, PAGE 321), EASTERLY ½ OF THE SW 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, AND A PART OF LOTS 3 AND 4, OF ASSESSORS SUBDIVISION OF R.L. LEFFMAN'S HOMESTEAD AS PER MAP IN MAP BOOK 3, PAGE 56 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEING AT THE NORTHWEST CORNER OF SAID LOT 4, RUNNING THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOTS 4 AND 3, A DISTANCE OF 1524.43 FEET TO A POINT IN THE WESTERLY LINE OF ENTERPRISE ROAD (A 60 FOOT ROAD AS NOW LAID OUT AND USED) THENCE SOUTH 40 DEGREES, 42 MINUTES WEST ALONG THE WESTERLY LINE OF SAID ENTERPRISE ROAD, A DISTANCE OF 413.51 FEET TO A POINT, THENCE WESTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID LOTS 3 AND 4, A DISTANCE OF 1254.78 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 4, THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 313.5 FEET TO THE PLACE OF BEGINNING, EXCEPTING THE FOLLOWINTG DESCRIBED PROPERTY:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 3 WITH THE WESTERLY LINE OF WEST HERBERT STREET (FORMERLY CALLED ENTERPRISE ROAD) (A 60 FOOT RIGHT OF WAY),THENCE SOUTH 88 DEGREES 55 MINUTES WEST 296.79 FEET, THENCE SOUTH 49 DEGREES 36 MINUTES 08 SECONDS FAST,224.11 FEET TO A POINT IN THE WESTERLY LINE OF SAID HERBERT STREET, THENCE NORTH 39 DEGREES 53 MINUTES FAST ALONG THE WESTERLY LINE OF SAID WEST HERBERT STREET 196.59 FEET TO THE POINT OF BEGINNING, BEING ALSO KNOWN AS THAT PORTIONOF SAID LOTS 3 AND 4, AFOREMENTIONED LYING EASTERLY OF THE EAST LINE OF THE 30 FOOT WIDE GAS COMPANY RIGHT OF WAY EASMENT AND WESTERLY OF THE WEST LINE OF SAID WEST HERBERT STREET. SAID PARCEL CONTAINS 0.586 ACRES.)

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE LANDS DESCRIBED IN THE CITY OF PORT ORANGE, FLORIDA ANNEXATION ORDINANCE NUMBER 1998-80 BOUNDARY, TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE SOUTHERLY ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4, SECTION 24;

THENCE WESTERLY ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SOUTHWEST 1/4;

THENCE NORTHERLY, ALONG THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION 24 TO THE SOUTH LINE OF THE PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 4748, PAGE 685 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 4748, PAGE 685) "ATLANTIS ANNEXATION DESCRIPTION"
A PORTION OF SECTIONS 13 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N89°50'24"W, 2767.32 FEET TO A 1" IRON PIPE MARKING THE OCCUPIED SOUTH ¼ CORNER OF SAID SECTION 13; THENCE S89°29'27"W, 976.06 FEET TO THE CENTERLINE OF A 30 FOOT WIDE FLORIDA GAS TRANSMISSION COMPANY RIGHT-OF-WAY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 669, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING N89°29'27"E, 1776.42 FEET FROM A ½" IRON PIPE MARKING THE OCCUPIED SOUTHWEST CORNER OF SAID SECTION 13, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S89°29'27"W, 1776.42 FEET TO SAID ½" IRON PIPE AND THE EAST LINE OF SAID SECTION 14; THENCE S00°35'19"E ALONG SAID EAST LINE, 190.60 FEET TO A 2" IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE S88°57'50"W ALONG THE NORTH LINE OF LOTS 1, 16 AND 17, TOMOKA FARMS SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 192, SAID PUBLIC RECORDS, AND THE EASTERLY PROJECTION THEREOF, 2595.68 FEET TO THE EASTERLY LINE OF TOMOKA FARMS ROAD, A PRESCRIPTIVE RIGHT-OF-WAY, AS RECORDED IN ROAD BOOK 1, PAGE 28, SAID PUBLIC RECORDS; THENCE N16°05'55"W ALONG SAID EASTERLY LINE, 833.38 FEET; THENCE N10°03'16"W ALONG SAID EASTERLY LINE, 22.61 FEET; THENCE N06°44'38"W ALONG SAID EASTERLY LINE, 224.69 FEET; THENCE N05°25'37"W ALONG SAID EASTERLY LINE, 434.02 FEET; THENCE N05°30'20"W ALONG SAID EASTERLY LINE, 480.00 FEET; THENCE N05°48'41"W ALONG SAID EASTERLY LINE, 480.00 FEET; THENCE N06°23'48"W ALONG SAID EASTERLY LINE, 201.86 FEET TO THE SOUTH LINE OF THE UN-NAMED 50 FOOT ROAD RIGHT-OF-WAY BETWEEN BLOCK NO. 2 AND BLOCK NO. 3 AS SHOWN ON PLAT NUMBER ONE OF CRAIG FARMS, AS RECORDED IN MAP BOOK 11, PAGE 89, SAID PUBLIC RECORDS; THENCE N89°27'37"E ALONG SAID SOUTH LINE, 1715.79 FEET TO THE WEST LINE OF THAT PORTION OF SAID UN-NAMED ROAD VACATED BY VOLUSIA COUNTY RESOLUTION NO. 94-238, AS RECORDED IN OFFICIAL RECORDS BOOK 3954, PAGE 415, VACATING CERTAIN PORTIONS OF SAID PLAT NUMBER ONE OF CRAIG FARMS; THENCE N00°31'39"W ALONG SAID WEST LINE AND ALONG THE EAST LINE OF LOT 16 AND LOT 7, BLOCK NO. 3, SAID PLAT NUMBER ONE OF CRAIG FARMS, 777.67 FEET; THENCE DEPART SAID EAST LINE N68°48'49"E, 1575.99 FEET; THENCE N47°36'36"E, 1656.79 FEET; THENCE S43°19'32"E, 1735.09 FEET TO A LINE DEFINING THE CITY LIMITS OF THE CITY OF PORT ORANGE, FLORIDA PER CITY OF PORT ORANGE, FLORIDA ORDINANCE NO. 1990-35 AS RECORDED IN OFFICIAL RECORDS BOOK 3553, PAGE 0588, SAID PUBLIC RECORDS; THENCE S47°03'35"W ALONG SAID CITY LIMITS, 349.39 FEET; THENCE S52°27'22"W ALONG SAID CITY LIMITS, 2478.68 FEET TO THE CENTERLINE OF SAID 30 FOOT WIDE FLORIDA GAS TRANSMISSION COMPANY RIGHT-OF-WAY EASEMENT; THENCE S35°57'16"E ALONG SAID CENTERLINE AND ALONG SAID CITY LIMITS, 607.14 FEET; THENCE S35°48'24"E ALONG SAID CENTERLINE AND ALONG SAID CITY LIMITS, 1733.39 FEET; THENCE

S28°29'28"E ALONG SAID CENTERLINE AND ALONG SAID CITY LIMITS, 172.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 364.35 ACRES, MORE OR LESS);

THENCE WESTERLY, SOUTHERLY, AND WESTERLY, ALONG THE SOUTHERLY PROPERTY LINE OF AFORESAID "ATLANTIS ANNEXATION DESCRIPTION" TO THE EASTERLY RIGHT OF WAY LINE OF TOMOKA FARMS ROAD AS RECORDED IN ROAD BOOK 1, PAGE 28 OF THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE NORTH LINE OF LOT 2, BLOCK 3, PLAT NO. 1, CRAIG FARMS AS RECORDED IN MAP BOOK 11, PAGE 89, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 2 AND ALONG THE NORTH LINE OF LOT 16, LOT 17 AND LOT 18, SAID BLOCK 3, PLAT NO. 1, CRAIG FARMS TO THE EAST LINE OF BLOCKS 3 AND 4, SAID PLAT NO. 1, CRAIG FARMS;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE NORTH LINE OF SAID PLAT NO. 1, CRAIG FARMS;

THENCE WESTERLY ALONG SAID NORTH LINE TO THE EASTERLY RIGHT OF WAY LINE OF TOMOKA FARMS ROAD AS SHOWN IN ROAD BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE NORTH LINE OF A 200 FOOT ROADWAY AND UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2806, PAGE 1370 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 2806, PAGE 1370) A 200 FOOT RIGHT-OF-WAY BEING AND LYING 100 FEET ON EACH SIDE OF THE CENTERLINE MIRE PARTICULARLY DESCRIBED AS FOLLOWS: A PORTION OF SECTIONS 12, 11, 10, 15, 16, 17, 18, AND 19, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 12, RUN NORTH 00 DEGREES 42 MINUTES 03 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 12 A DISTANCE OF 1582.875 FEET TO THE CENTERLINE OF A 200 FOOT RIGHT-OF-WAY AND THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF THAT RIGHT-OF-WAY RECORDED IN OFFICIAL RECORDS BOOK 2490, PGE 998, AND THE NORTHWEST COURNER OF THAT RIGHT-OF-WAYAS RECORDED IN OFFICIAL RECORDS BOOK 2483, PAGES 1012-1014, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN ALONG THE CENTERLINE OF THE 200 FOOT RIGHT-OF-WAY, SAID RIGHT-OF-WAY BEING 100 FEET ON EACH SIDE OF SAID CENTERLINE, THE FOLLOWING COURSES AND DISTANCES; NORTH 88 DEGREES 44 MINUTES 16 SECONDS WEST A DISTANCE OF 2649.16 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS 700.00 FEET A CENTRAL ANGLE OF 27 DEGREES 14 MINUTES 33 SECONDS AND A CHORD BEARING OF SOUTH 77 DEGREES 38 MINUTES 27 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 332.83 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A 350 FOOT RIGHT-OF-WAY; THENCE CONTINUE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 42 MINUTES 06 SECONDS A DISTANCE OF 167.40 FEET; THENCE SOUTH 50 DEGREES 19 MINUTES 05 SECONDS WEST A DISTANCE OF 122.37 FEET TO THE P.C. OF AS CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 700.00 FEET, A CENTRAL AGLE OF 6 DEGREES 53 MINUTES 57 SECONDS, AND A CHORD BEARING OF SOUTH 53 DEGREES 46 MINUTES 04 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 84.29 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 95, THENCE CONTINUE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 32 MINUTES 23 SECONDS A DISTANCE OF 385.33 FEET; THENCE

SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 1765.40 FEET TO THE WEST LINE OF SAID SECTION 12, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 02 DEGREES 28 MINUTES 54 SECINDS EAST A DISTANCE OF 1505.55 FEET; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 2983.32 FEET TO THE CENTERLINE OF A NATURAL GAS TRANSMISSION LINE AS DESCRIBED IN OFFICIAL RECORDS BOOK 669, PAGE 2 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 843.71 FEET TO THE OCCUPIED CENTERLINE LINE OF TOMOKA FARMS ROAD, A 100 FOOT RIGHT-OF-WAY AS NOW OCCUPIED; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST OF DISTANCE OF 1534.16 FEET TO THE WEST LINE OF SAID SECTION 11, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 01 DEGREES 10 MINUTES 15 SECONDS EAST A DISTANCE OF 1334.88 FEET; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 173.39 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 47 DEGREES 55 MINUTES 13 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DESTANCE OF 1672.73 FEET; THENCE SOUTH 40 DEGREES 50 MINUTES 12 SECONDS WEST A DISTANCE OF 1066.31 FEET TO THE SOUTH LINE OF SAID SECTION 10, TO THE SOUTHEAST CORNER THEREOF BEARING NORTH 85 DEGREES 57 MINUTES 01 SECONDS EAST A DISTANCE OF 2373.58 FEET; THENCE CONTINUE SOUTH 40 DEGREES 50 MINUTS 12 SECONDS WEST A DISTANCE OF 3413.45 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHETLY, HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 5 DEGREES 36 MINUTES 52 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 195.98 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF A 170 FOOT FLORIDA POWER & LIGHT COMPANY RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 756, PAGE 67, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THROOUGH A CENTRAL ANGLE OF 4 DEGREES 57 MINUTES 48 SECONDS A DISTANCE OF 173.25 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID 170 FOOT FLORIDA POWER & LIGHT COMPANY RIGHT-OF-WAY; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 40 MINUTES 15 SECONDS AND A CHORD BEARING OF SOUTH 57 DEGREES 14 MINUTES 59 SECONDS WEST A DISTANCE OF 407.39 FEET TO THE WEST LINE OF SAID SECTION 15, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 00 DEGREES 58 MINUTES 36 SECONDS EAST A DISTANCE OF 2473.50 FEET; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 53 MINUTES 10 SECONDS A DISTANCE OF 484.72 FEET; THENCE SOUTH 76 DEGREES 58 MINUTES 17 SECONDS WEST A DISTANCE OF 1787.41 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2200.00 FEET AND A CENTRAL ANGLE OF 15 DEGREES 53 MINUTES 15 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 610.04 FEET; THENCE NORTH 87 DEGREES 08 MINUTES 28 SECONDS WEST A DISTANCE OF 2467.66 FEET TO THE WEST LINE OF SAID SECTION 16, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 01 DEGREES 54 MINUTES 16 SECONDS EAST A DISTANCE OF 2129.78 FEET; THENCE CONTINUE NORTH 87 DEGREES 08 MINUTES 28 SECONDS WEST A DISTANCE OF 1059.64 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5000.00 FEET AND A CENTRAL ANGLE OF 4 DEGREES 53 MINUTES 20 SECONDS; THENCE RUN WESTERLY ALONG THR ARC OF SAID CURVE A DISTANCE OF 426.64 FEET; THENCE SOUTH 87 DEGREES 58 MINUTES 12 SECONDS WEST A DISTANCE OF 2218.74 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL CURVE OF 47 DEGREES 38 MINUTES 54 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1652.19 FEET; THENCE SOUTH 40 DEGREES 38 MINUTES 18 SECONDS WEST A DISTANCE OF 183.52 FEET TO THE WEST LINE OF SAID SECTION 17, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 01 DEGREES 25 MINUTES 52 SECONDS EAST A DISTANCE OF 1378.54 FEET; THENCE CONTINUE SOUTH 40 DEGREES 38 MINUTES 18 SECONDS WEST A DISTANCE OF 1870.59 FEET TO THE SOUTH LINE OF SAID SECTION 18, THE SOUTHEAST CORNER THEREOF BEARING NORTH 88 DEGREES 06 MINUTES 32 SECONDS EAST A DISTANCE OF 1253.39 FEET; THENCE CONTINUE SOUTH 40 DEGREES 38 SECONDS WEST A DISTANCE OF 117.96 FEET T THE TERMINATION OF SAID CENTERLINE, THE RIGHT-OF-WAY LINES TO EXTEND SOUTHWESTERLY TO THEIR INTERSECTION WITH THAT PROPERTY DESCRIBED IN

OFFICIAL RECORDS BOOK 2537, PAGE 1316 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXCEPTING FROM THIS DESCRIPTION, THE 350 FOOT RIGHT-OF-WAY OF INTERSTATE 95.)

THENCE EASTERLY ALONG SAID NORTH LINE TO THE EASTERLY LINE OF AN ANNEXATION PARCEL TO THE CITY OF PORT ORANGE, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 5082, PAGE 1970 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 5082, PAGE 1970) A PORTION OF SECTIONS 11 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE WEST LINE OF THAT PORTION OF BLOCK NO. 3 AND BLOCK NO. 4, PLAT NUMBER ONE OF CRAIG FARMS AS RECORDED IN MAP BOOK 11, PAGE 89, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, VACATED BY VOLUSIA COUNTY , FLORIDA RESOLUTION NO. 94-238, AS RECORDED IN OFFICIAL RECORDS BOOK 3954, PAGE 415, SAID PUBLIC RECORDS, WITH THE NORTH LINE OF THE CITY LIMITS OF THE CITY OF PORT ORANGE, FLORIDA PER CITY OF PORT ORANGE, FLORIDA ORDINANCE NO. 2001-65 AS RECORDED IN OFFICIAL RECORDS BOOK 4748, PAGE 682, SAID PUBLIC RECORDS; THENCE RUN NORTH 00 DEGREES 31 MINUTES 39 SECONDS WEST ALONG SAID WEST LINE, 1884.60 FEET TO THE NORTH LINE OF SAID PLAT NO. ONE OF CRAIG FARMS; THENCE SOUTH 89 DEGREES 28 MINUTES 27 SECONDS WEST ALONG SAID NORTH LINE , 1971.69 FEET TO THE EASTERLY RIGHT OF WAY LINE OF TOMOKA FARMS ROAD, A PRESCRIPTIVE RIGHT OF WAY AS SHOWN ON MAP IN ROAD BOOK 1, PAGE 28, SAID PUBLIC RECORDS; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING 15 COURSES: NORTH 20 DEGREES 56 MINUTES 04 SECONDS WEST, 50.62 FEET; THENCE NORTH 16 DEGREES 00 MINUTES 43 SECONDS WEST, 200.06 FEET; THENCE NORTH 17 DEGREES 19 MINUTES 46 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 16 MINUTES 20 SECONDS WEST, 100.00 FEET; THENCE NORTH 18 DEGREES 07 MINUTES 54 SECONDS WEST, 100.01 FEET; THENCE NORTH 17 DEGREES 26 MINUTES 39 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 12 MINUTES 54 SECONDS WEST, 100.00 FEET; THENCE NORTH 16 DEGREES 55 MINUTES 42 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 19 MINUTES 456 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 16 MINUTES 20 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 12 MINUTES 54 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 02 MINUTES 35 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 23 MINUTES 12 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 19 MINUTES 46 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 33 MINUTES 31 SECONDS WEST, 37.37 FEET TO THE NORTH LINE OF THAT 200 FOOT WIDE RIGHT OF WAY AND UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 2537, PAGE 1319, SAID PUBLIC RECORDS; THENCE NORTH 89 DEGREES 32 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF SAID EASEMENT, 2057.06 FEET; THENCE DEPART SAID NORTH LINE SOUTH 00 DEGREES 27 MINUTES 16 SECONDS EAST, 412.53 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1120.47 FEET AND A CENTRAL ANGLE OF 58 DEGREES 14 MINUTES 31 SECONDS,; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1138.97 FEET TO A POINT OF REVERSE CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 2470.00 FEET AND A CENTRAL ANGLE OF 37 DEGREES 30 MINUTES 36 SECONDS; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1617.04 FEET; THENCE SOUTH 21 DEGREES 11 MINUTES 11 SECONDS EAST, 246.62 FEET TO THE NORTHERLY LINE OF SAID CITY OF PORT ORANGE, FLORIDA, CITY LIMITS; THENCE SOUTH 68 DEGREES 48 MINUTES 49 SECONDS WEST ALONG SAID NORTHERLY LINE, 1369.06 FEET TO THE POINT OF BEGINNING.)

THENCE SOUTHERLY AND EASTERLY ALONG SAID EASTERLY LINE TO THE NORTHERLY LINE OF AFOREMENTIONED “ATLANTIS ANNEXATION DESCRIPTION”;

THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE NORTH AND EAST PROPERTY LINES OF SAID "ATLANTIS ANNEXATION DESCRIPTION" TO THE CENTERLINE OF A SWALE AS RECORDED IN OFFICIAL RECORDS BOOK 3553, PAGE 0591, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 3553, PAGE 0591) A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AND A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE SOUTH 01°54'42" EAST, ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 872.25 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 AND THE POINT OF BEGINNING; THENCE DEPARTING THE AFORESAID WEST LINE OF SECTION 18, NORTH 56°25'25" WEST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 948.65 FEET TO THE CENTERLINE OF A SWALE; THENCE DEPARTING THE AFORESAID RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES ALONG THE AFORESAID SWALE CENTERLINE: SOUTH 79°55'31" WEST, A DISTANCE OF 295.92 FEET; THENCE SOUTH 70°05'04"WEST, A DISTANCE OF 392.34 FEET; THENCE SOUTH 56°52'54" WEST, A DISTANCE OF 964.44 FEET; THENCE SOUTH 65°16'40" WEST, A DISTANCE OF 172.61 FEET; THENCE SOUTH 50°23'24" WEST, A DISTANCE OF 277.41 FEET; THENCE SOUTH 45°57'33" WEST, A DISTANCE OF 724.45 FEET; THENCE SOUTH 51°21'20" WEST, A DISTANCE OF 2480.32 FEET TO A GAS TRANSMISSION LINE; THENCE DEPARTING THE AFORESAID SWALE CENTERLINE, THE FOLLOWING COURSES AND DISTANCES ALONG THE AFORESAID GAS TRANSMISSION LINE: SOUTH 37°01'12" EAST, A DISTANCE OF 2170.70 FEET; THENCE SOUTH 35°04'53" EAST, A DISTANCE OF 207.16 FEET; THENCE SOUTH 29°26'02" EAST, A DISTANCE OF 132.92 FEET TO A FENCE MARKING THE NORTH LINE OF PROPERTY OCCUPIED BY BERRIEN BECKS, SR,; THENCE DEPARTING THE AFORESAID GAS TRANSMISSION LINE NORTH 88'27'01" EAST, ALONG THE AFORESAID OCCUPIED LINE A DISTANCE OF 977.25 FEET; THENCE NORTH 89'06'46" EAST, A DISTANCE OF 2767.0/ FEET TO THE SOUTHWEST CORNER OF THE AFORESAID SECTION 18; THENCE SOUTH 88'40'06" EAST ALONG THE SOUTH LINE OF SAID SECTION 18 A DISTANCE OF 2254.46 FEET TO THE WEST LINE OF A 100' ACCESS ROAD RIGHT-OF-WAY; THENCE, DEPARTING THE AFORESAID SECTION LINE SOUTH 01'28'12" EAST ALONG THE AFORESAID WEST LINE A DISTANCE OF 729.01 FEET: TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADUIS OF 600.00 FEET, A CENTRAL ANGLE OF 25'33'29", AND A CHORD BEARING OF SOUTH 14'14'46" EAST: THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 267.64 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH 27'01'41" EAST, A DISTANCE OF 262.13 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF TAYLOR ROAD, A 100' RIGHT-OF-WAY; THENCE NORTH 62'58'19" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 100.00 FEET TO THE EAST LINE OF THE AFORESAID 100' ACCESS ROAD, RIGHT-OF-WAY; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 27'01'41" WEST ALONG THE AFORESAID EAST LINE A DISTANCE OF 282.13 FEET: TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET. A CENTRAL ANGLE OF 25'33'29", AND A CHORD BEARING OF NORTH 14'14'56" WEST; THENCE RUN NORTHWESTERLY ALONG TH ARC OF SAID CURVE, A DISTANCE OF 223.04 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE NORTH 01'28'12" WEST. A DISTANCE OF 724.12 FEET TO THE SOUTH LINE OF THE AFORSAID SECTION 18: THENCE DEPARTING THE EAST LINE OF THE AFORESAID 100' ACCESS ROAD RIGHT-OF-WAY SOUTH 88'40'06" EAST ALONG THE SOUTH LINE OF THE AFORESAID SECTION 18 A DISTANCE OF 251.89 FEET TO THE SOUTH ¼ CORNER OF SAID SECTION 18; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID SECTION 18 NORTH 88'58'37" EAST, A DISTANCE OF 1632.37 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE AFORESAID INTERSTATE NO.95; THENCE DEPARTING THE AFORESAID SOUTH LINE OF SECTION 18 NORTH 15'29'35" WEST ALONG THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 542.80 FEET; THENCE NORTH 18'14'26" WEST, A DISTANCE OF 603.51 FEET; THENCE NORTH 24'25'25" WEST, A DISTANCE OF 29.97 FEET; TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADUIS OF 3644.83 FEET, A CENTRAL ANGLE OF 32'00'00", AND A CHORD BEARING OF NORTH 40'25'25" WEST ; THENCE RUN NORTHWESTERLY ALONG THE

ARC OF SAID CURVE, A DISTANCE OF 2035.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 56'25'25" WEST, A DISTANCE OF 3284.90 FEET TO THE POINT OF BEGINNING; CONTAINING 706.59 ACRES, MORE OR LESS);

THENCE NORTHEASTERLY ALONG SAID CENTERLINE, TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 (STATE ROAD #9), A 350 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 79002-2407;

THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE, TO THE WEST LINE OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE NORTHERLY ALONG SAID WEST LINE OF SECTION 18, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID INTERSTATE 95 (STATE ROAD #9) AND THE SOUTHEASTERLY CORNER OF THE FOLLOWING DESCRIBED PROPERTY, AS RECORDED IN OFFICIAL RECORD BOOK 5784, PAGE 3308 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA:

((O.R.B. 5784, PAGE 3308) A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGIN AT THE NORTHWEST CORNER OF HIDDEN LAKE PHASE 1V-A, AS RECORDED IN MAP BOOK 40, PAGES 86 AND 87, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S°04'55"W ALONG THE EAST LINE OF SAID SECTION 12, BEING ALSO THE WEST LINE OF SAID HIDDEN LAKE PHASE IV-A, BEING ALSO THE WEST LINE OF HIDDEN LAKE PHASE IV-B, AS RECORDED IN MAP BOOK 41, PAGE 55, OF SAID PUBLIC RECORDS, A DISTANCE OF 1484.04 FEET TO THE SOUTHWEST CORNER OF SAID HIDDEN LAKE PHASE IV-B, ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE S0°51'33"E ALONG THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 442.01 FEET TO THE NORTHEASTERLY RIGHT OF WAY OF INTERSTATE 95 (STATE ROAD9), A 350 FOOT RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 79002-2407; THENCE N55°22'05"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE 95, A DISTANCE OF 1484.87 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD RIGHT-OF-WAY WIDTH VARIES, PER EAST COAST BELTLINE, VOLUSIA COUNTY DEPARTMENT OF ENGINEERING, RIGHT-OF-WAY SURVEY, PROJECT NO. 4146-1-2, MAY 1992; THENCE N13°02'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD, A DISTANCE OF 538.20 FEET; THENCE N76°58'00"W A DISTANCE OF 20.00 FEET; THENCE N13°02'00"E A DISTANCE OF 603.81 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WILLOW RUN BOULEVARD BEING A 200 FOOT RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 2490, PAGE 998 AND OFFICIAL RECORDS BOOK 2806, PAGE 1370, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S87°57'18"E ALONG SAID WILLOW RUN BOULEVARD A DISTANCE OF 979.84 FEET TO THE POINT OF BEGINNING, CONTAINING 1,721,044 SQUARE FEET OR 39.5097 ACRES MORE OR LESS.

AND

MAP BOOK 39 PAGES 166 AND 167, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND FOR A POINT OF BEGINNING; THENCE N87°57'18"W ALONG THE NORTH RIGHT-OF-WAY LINE OF AFORESAID WILLOW RUN BOULEVARD A DISTANCE OF 535.11 FEET; THENCE N2°04'3"E A DISTANCE OF 508.28 FEET; THENCE N68°54'04"W A DISTANCE OF 45.14 FEET; THENCE N51°38'01"W A DISTANCE OF 24.61 FEET; THENCE N32°27'40"W A DISTANCE OF 28.09 FEET; THENCE N42°12'28"W A DISTANCE OF 14.94 FEET; THENCE N36°21'04"W A DISTANCE OF 27.68 FEET; THENCE N28°43'47"W A DISTANCE OF 32.47 FEET; THENCE N15°53'44"W A DISTANCE OF 67.85 FEET; THENCE N9°15'03"W A DISTANCE OF 3094 FEET; THENCE N0°45'54"E A DISTANCE OF 17.68 FEET TO THE SOUTH LINE OF A FLORIDA POWER & LIGHT COMPANY RIGHT-OF-WAY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1664, PAGE 448, OF THE PUBLIC

RECORDS OF VOLUSIA COUNTY OF FLORIDA; THENCE S89°14'45"E A DISTANCE OF 659.33 FEET TO THE NORWEST CORNER OF SAID GLENWOOD VILLAGE PHASE II; THENCE N0°04'55"W ALONG THE WEST LINE OF SAID GLENWOOD VILLAGE PHASE II A DISTANCE OF 748.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 412,683 SQUARE FEET OR 9.474 ACRES MORE OR LESS.)

THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 95 TO THE WESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY PER VOLUSIA COUNTY RIGHT OF WAY SURVEY PROJECT 4146-1-2, DATED MAY, 1992;

THENCE IN A NORTHERLY DIRECTION ALONG SAID WESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD TO THE NORTH LINE OF THE SOUTHEAST ¼ OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SAID SOUTHEAST ¼ OF SECTION 12, A DISTANCE OF 200.70 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE SOUTH LINE OF A FLORIDA POWER AND LIGHT COMPANY (FP&L) RIGHT OF WAY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1664, PAGE 448 AND OFFICIAL RECORDS BOOK 2296, PAGE 1094, SAID OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, EASTERLY ALONG THE SOUTH LINE OF SAID FP&L RIGHT OF WAY LINE, 430.46 FEET, TO A POINT 200.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, THE WEST LINE OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE NORTHERLY, PARALLEL WITH THE WEST LINE OF SAID SECTION 7, TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID LINE ALSO BEING THE SOUTHERLY BOUNDARY LINE OF TOWN PARK SUBDIVISION AS RECORDED IN OFFICIAL RECORDS BOOK 4280, PAGES 4198-4199 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS:

((O.R.BOOK 4280, PAGES 4198-4199), LEGAL DESCRIPTION: RESIDENTIAL PARCEL A PORTION OF SECTIONS 1 AND 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE GROVES PHASE "C", AS RECORDED IN MAP BOOK 44, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY PER SAID THE GROVES PHASE "C"; THENCE N89°48"41"W, 434.83 FEET TO THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 438, SAID PUBLIC RECORDS; THENCE N89°47'50"W, 69.01 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF 57°46'0"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 1159.45 FEET; THENCE S32°26'10"W, 549.45 FEET TO THE POINT OF BEGINNING; THENCE S44°33'09"E, 663.77 FEET; THENCE S89°19'25"E, 827.82 FEET TO THE WESTERLY LINE OF SAID EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT; THENCE S00°11'27"W, ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID MAIN DRAINAGE CANAL EASEMENT, 536.11 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 480.00 FEET, A CENTRAL ANGLE OF 64°42'14" AND A CHORD BEARING OF S32°07'42"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 542.06 FEET TO A POINT THAT IS 200.00 FEET WESTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF SAID SECTION 12; THENCE S00°05'07"W, PARALLEL

WITH SAID EAST LINE OF SECTION 12, A DISTANCE OF 2173.19 FEET TO THE SOUTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 12; THENCE N89°57'22"W, ALONG THE SOUTH LINE OF SAID NORTHEAST ¼ OF SECTION 12 AND THE NORTH LINE OF A FLORIDA POWER AND LIGHT COMPANY RIGHT OF WAY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 1664, PAGE 448, SAID PUBLIC RECORDS, 671.49 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD (EAST COAST BELTLINE, 200 FOOT RIGHT OF WAY PER VOLUSIA COUNTY RIGHT OF WAY SURVEY, PROJECT NO. 4146-1-2, MAY 1992) AND A POINT ON A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2964.79 FEET, A CENTRAL ANGLE OF 43°08'11" AND A CHORD BEARING OF N26°04'54"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, 2232.11 FEET; THENCE N47°38'59"W, ALONG SAID EASTERLY RIGHT OF WAY LINE, 987.65 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'09"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 39.27 FEET; THENCE N42°21'10"E; 682.85 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2550.00 FEET AND A CENTRAL ANGLE OF 09°55'00"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 441.35 FEET; THENCE N32°26'10"E, 134.27 FEET TO THE POINT OF BEGINNING. CONTAINING 100.38 ACRES, MORE OR LESS.);

THENCE WESTERLY ALONG SAID SOUTHERLY BOUNDARY LINE, AND THE SOUTH LINE OF SAID NORTHEAST 1/4, 671.49 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY, AS SHOWN ON A VOLUSIA COUNTY, FLORIDA RIGHT OF WAY MAP, PROJECT NUMBER 4146-1-2, DATED MAY 1992;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE WITH THE NORTH LINE OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD AND PROCEEDING IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF SAID SECTION 12 TO THE INTERSECTION OF SAID NORTH LINE WITH THE WESTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD:

THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD TO THE INTERSECTION OF SAID WESTERLY RIGHT OF WAY LINE AND THE NORTH LINE OF THAT PROPERTY DESCRIBED IN O.R.BOOK 5804, PAGE 3326 OF THE PUBLIC RECORDSD OF VOLUSIA COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS:

((O.R.B. 5804, PG. 3326) LEGAL DESCRIPTION - A PORTION OF SECTION 1, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE GROVES PHASE "C", AS RECORDED IN MAP BOOK 44, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY; THENCE N89°48'41"W ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 434.83 FEET TO THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 438, SAID PUBLIC RECORDS; THENCE N00°11'27"E ALONG SAID CENTERLINE, 100.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID MADELINE AVENUE; THENCE N89°47'50"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 68.99 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 1,250.00 FEET AND A CENTRAL ANGLE OF 57°46'00"; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, AND THE ARC OF SAID CURVE, 1260.27 FEET; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE S32°26'10"W, 682.72 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 2,450.00 FEET AND A CENTRAL ANGLE OF

09°55'00"; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 424.04 FEET; THENCE S42°21'10"W ALONG SAID RIGHT OF WAY LINE, 207.85 FEET; THENCE DEPART SAID NORTHERLY RIGHT OF WAY LINE, N47°38'59"W, 700.00 FEET; THENCE S42°21'10"W, 500.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY; THENCE N47°38'59"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 746.27 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 3,728.32 FEET AND A CENTRAL ANGLE OF 08°40'17"; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 564.26 FEET; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE,N°28'29"E, 308.54 FEET TO THE BEGINNING OF CURVE CONCAVE SOUTH HAVING A RADIUS OF 1937.10 FEET AND A CENTRAL ANGLE OF 39°43'41"; THENCE EASTERLY ALONG THE RC OF SAID CURVE, 1,343.16 FEET; THENCE S89°47'50"E, 2,138.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,008,217.51 SQUARE FEET OR 69.059 ACRES, MORE OR LESS,

TOGETHER WITH THE 200 FOOT RIGHT OF WAY KNOWN AS WILLIAMSON BOULEVARD ADJOINING THE CITY OF PORT ORANGE AND COMMENCING AT A POINT ON THE EAST RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD AND BEING APPROXIMATELY 1446 FEET NORTH OF THE NORTH LINE OF THE MADELINE AVENUE RIGHT OF WAY AND EXTENDING IN A SOUTHERLY DIRECTION ALONG THE EAST RIGHT OF WAY LINE TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NE ¼ OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 E, VOLUSIA COUNTY, FLORIDA.)

THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SAID PROPERTY DESCRIBED IN O.R. BOOK 5804, PAGE 3326 TO THE INTERSECTION OF SAID NORTH LINE WITH THE CENTERLINE OF MAIN DRAINAGE CANAL, AN 80 FOOT RIGHT OF WAY, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGES 430-444 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 847, PAGES 430-444) DESCRIPTION FOR THE MAIN DRAINAGE CANAL EASEMENT 80 FEET WIDE IN T15 & 16S, R32 & 33E, THE CENTER LINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SECTION 18, T16S, R33E, SAID POINT BEING 1320 FEET MORE OR LESS SOUTH OF THE NE CORNER THEREOF: THENCE NORTHWESTERLY TO A POINT BEING 440 FEET WEST OF THE EAST LINE OF SAID SECTION 18; THENCE NORTHERLY AND PARALLEL TO AND AT A DISTANCE OF 440 FEET FROM THE SAID EAST LINE FOR A DISTANCE OF 860 FEET MORE OR LESS TO THE NORTH LINE OF SECTION 18, T16S, R33E; THENCE FOLLOWING THE MEANDERING NATURAL DRAINAGE SWALE NORTHWESTERLY IN SECTION 7, T16S, R33E TO ITS INTERSECTION WITH AN EXISTING DITCH ON THE WEST LINE OF THE E ½ OF THE SE ¼ OF SAID SECTION 7, SAID POINT OF INTERSECTION BEING 440 FEET SOUTH OF THE NW CORNER OF SAID E ½ OF SE ¼ OF SECTION 7; THENCE WESTERLY AND PARALLEL TO AND BEING 440 FEET SOUTHWESTERLY OF THE NORTH LINE OF THE SE ¼ OF SAID SECTION 7 TO THE NORTH-SOUTH CENTER LINE OF SAID SECTION 7, SAID POINT BEING 440 FEET SOUTH OF THE CENTER OF SECTION 7; THENCE FOLLOWING AN ARC HAVING A RADIUS OF 440 FEET TO A POINT IN THE EAST-WEST CENTER LINE OF SECTION 7, SAID POINT BEING 440 FEET WEST OF THE CENTER OF SECTION 7; THENCE NORTH AND PARALLEL TO THE EAST LINE OF THE NW ¼ OF SAID SECTION 7, TO A POINT BEING 880 FEET SOUTH OF THE NORTH LINE THEREOF, SAID POINT ALSO BEING 440 FEET WEST OF THE SAID EAST LINE OF THE NW ¼ OF SAID SECTION 7 THENCE FOLLOWING AN ARC HAVING A RADIUS OF 440 FEET TO A POINT BEING 440 FEET SOUTH OF THE NORTH LINE OF SECTION 7, AND 880 FEET WEST OF THE EAST LINE OF THE NW ¼ OF SAID SECTION 7; THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID SECTION 7 AND 440 FEET SOUTHERLY THEREOF TO A POINT IN THE WEST LINE OF SECTION 7, SAID POINT BEING ALSO IN THE EAST LINE OF SECTION 12, T16S, R32E, 440 FEET SOUTH OF THE NE CORNER THEREOF; THENCE FOLLOWING AN ARC HAVING A RADIUS OF 440 FEET TO A POINT BEING 440 FEET WEST OF THE NE CORNER OF SECTION 12,

SAID POINT ALSO TO THE EAST LINE OF SECTION 1, T16S, R32E; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SECTION 1, T16S, R32E, AND 440 FEET WESTERLY THEREOF TO THE NORTH LINE THEREOF; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SECTION 36, T15S, R32E, AND 440 FEET WESTERLY THEREOF FOR A DISTANCE OF 3300 FEET MORE OR LESS TO AN INTERSECTION WITH A NATURAL DRAINAGE SWALE; THENCE NORTHWESTERLY IN SAID SWALE TO A POINT WHICH IS 440 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 36, BEING 2150 FEET MORE OR LESS WEST FROM THE EAST LINE OF SAID SECTION 36, THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID SECTION 36 AND 440 FEET SOUTHERLY THEREOF TO THE WEST LINE OF SAID SECTION 36; THENCE CONTINUING WEST ALONG THE SAID PARALLEL LINE BEING 440 FEET SOUTHERLY OF THE NORTH LINE OF SECTION 35, T15S, R32E, FOR A DISTANCE OF 1500 FEET MORE OR LESS TO THE TERMINUS IN A NATURAL DRAINAGE SWALE);

THENCE NORTHERLY ALONG SAID CENTER LINE, TO A POINT IN SECTION 36, TOWNSHIP 15, SOUTH RANGE 32 EAST;

THENCE DEPARTING SAID CENTERLINE AT AN INTERIOR ANGLE OF 90°05’08” EASTERLY A DISTANCE OF 389.31 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 36, SAID POINT BEING 1650.64 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SECTION 36, AS MEASURED ALONG SAID SECTION LINE;

THENCE ALONG THE WEST LINE OF SECTION 31, TOWNSHIP 15 SOUTH, RANGE 33 EAST, TO A POINT 1651.73 FEET NORTHERLY OF THE SOUTHWEST CORNER THEREOF, AS MEASURED ALONG SAID LINE;

THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 31, TO THE EAST LINE OF GOVERNMENT LOT 5, SAID SECTION 31;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 1650 FEET OF GOVERNMENT LOT 6 TO THE EASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD;

THENCE ALONG SAID RIGHT OF WAY LINE, TO THE NORTHWEST CORNER OF THE PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 3907, PAGE 4705, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 3907, PAGE 4705) PARCEL 4: A PORTION OF THE NORTH 660 FEET OF THE EAST 660 FEET OF THE SOUTH 1650 FEET OF GOVERNMENT LOT 6, SECTION 31, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS;

AS A REFERENCE POINT, COMMENCE AT A PRM MARKING THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 6; THENCE N0°16’30”W A DISTANCE OF 1650.00 FEET; THENCE N88°47’23”W A DISTANCE OF 126.58 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE S0°16’30”E A DISTANCE OF 158 FEET; THENCE S88°47’23”E A DISTANCE OF 1.58 FEET TO A POINT; THENCE S0°16’30”E A DISTANCE OF 64.70 FEET TO A POINT; THENCE N88°47’23”W A DISTANCE OF 374.37 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE SAID CLYDE MORRIS BOULEVARD; THENCE N31°34’0”W ALONG SAID EAST RIGHT-OF-WAY LINE OF CLYDE MORRIS BOULEVARD A DISTANCE OF 264.78 FEET; THENCE S88°47’23”E A DISTANCE OF 510.36 FEET TO THE POINT OF BEGINNING);

THENCE EASTERLY, SOUTHERLY, AND WESTERLY ALONG THE BOUNDARY OF SAID PARCEL 4, TO THE EASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD;

THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE, TO THE NORTH LINE OF THE SOUTH 330 FEET OF THE NORTH 990 FEET OF THE SOUTH 1650 FEET OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 15 SOUTH, RANGE 33 EAST;

THENCE EASTERLY ALONG SAID NORTH LINE, TO THE WEST LINE OF GOVERNMENT LOT 7, SAID SECTION 31;

THENCE SOUTHERLY ALONG THE SAID WEST LINE OF GOVERNMENT LOT 7 TO THE NORTH LINE OF THE SOUTHERLY 1028 FEET OF SAID GOVERNMENT LOT 7;

THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTHERLY 1028 FEET, TO THE WEST LINE OF THE EASTERLY 889.93 FEET OF SAID GOVERNMENT LOT 7;

THENCE SOUTHERLY ALONG SAID WEST LINE OF THE EASTERLY 889.93 FEET, TO THE SOUTH LINE OF THE NORTHERLY 125 FEET OF THE SOUTHERLY 1028 FEET OF SAID GOVERNMENT LOT 7;

THENCE EASTERLY ALONG SAID SOUTH LINE, TO THE EAST LINE OF THE WESTERLY 470.00 FEET OF THE EASTERLY 889.93 FEET OF SAID GOVERNMENT LOT 7;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE SAID NORTH LINE OF THE SOUTHERLY 1028 FEET OF SAID GOVERNMENT LOT 7;

THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTHERLY 1028 FEET, TO THE WEST LINE OF GOVERNMENT LOT 8 SAID SECTION 31;

THENCE NORTHERLY ALONG SAID WEST LINE, TO THE NORTH LINE OF THE SOUTHERLY 20 ACRES OF SAID GOVERNMENT LOT 8;

THENCE EASTERLY ALONG SAID NORTH LINE, TO THE EAST LINE OF SAID SECTION 31;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE WESTERLY LINE OF THE TOWN OF BLAKE AS RECORDED IN MAP BOOK 1, PAGE 30, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID TOWN OF BLAKE, TO THE WESTERLY LINE OF THE MAP OF DUNLAWTON AS RECORDED IN MAP BOOK 14 PAGES 83-84 , PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF THE MAP OF DUNLAWTON, TO THE NORTH LINE OF SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG SAID NORTH LINE OF SECTION 5, TO THE PARCEL RECORDED IN OFFICIAL RECORDS BOOK 1724, PAGES 1902-1904, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 1724, PAGES 1902-1904) LOT 1, BLOCK 8, EXCEPT THE NORTHERLY 75 FEET THEREOF, DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A PART OF LOT 1, SUBDIVISION OF LOTS 1, 2, AND 4, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WEST AND NORTH OF THE FOLLOWING DESCRIBED LINE COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 8, DUNLAWTON; THENCE S65°W A DISTANCE OF 500 FEET; THENCE TO A POINT WHICH LIES 600 FEET S65°W OF THE SOUTHWEST CORNER OF LOT 4, BLOCK I, DUNLAWTON; THENCE TO THE NEAREST POINT WHERE THE LINE WILL STRIKE THE NATURAL BOUNDARY OF "BUTLER BRANCH"; THENCE FOLLOWING THE COURSE THEREOF IN A GENERAL WESTERLY DIRECTION OT THE WEST LINE OF LOT 2, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AS RECORDED IN MAP BOOK 2, PAGE 69, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 1, DUNLAWTON; THENCE S25°E ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 410.5 FEET TO THE

POINT OF BEGINNING; THENCE WEST ALONG THE NORTH LINE OF LOT 1, SUBDIVISION OF LOT 1, 2, AND 4, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AFORESAID, A DISTANCE OF 551.68 FEET TO A POINT; THENCE S25°E, A DISTANCE OF 572.65 FEET TO A POINT; THENCE N65°E A DISTANCE OF 500 FEET TO A POINT IN THE WEST LINE OF BLOCK 8, DUNLAWTON; THENCE NORTH ALONG THE WEST LINE OF BLOCKS 1 AND 8, DUNLAWTON, A DISTANCE OF 339.5 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS: LOT 1, BLOCK 8, EXCEPT THE NORTHERLY 75 FEET THEREOF, DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A PART OF LOT 1, SUBDIVISION OF LOTS 2 AND 4 OF SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT Q, BLOCK 8, SAID DUNLAWTON SUBDIVISION; THENCE S65°14'55"W A DISTANCE OF 540.47 FEET; THENCE S15°56'27"E A DISTANCE OF 705 FEET MORE OR LESS TO THE NATURAL BOUNDARY OF "BUTLER BRANCH"; THENCE FOLLOWING THE COURSE THEREOF IN A GENERAL WESTERLY DIRECTION TO THE WEST LINE OF LOT 2, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AS RECORDED IN MAP BOOK 2, PAGE 68, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N0°50'10"E ALONG THE WEST LINE OF SAID U.S. LOT 2, A DISTANCE OF 2100 FEET MORE OR LESS; THENCE S26°59'44"E A DISTANCE OF 572.75 FEET; THENCE N63°00'16"E A DISTANCE OF 500 FEET; THENCE S26°59'44"E A DISTANCE OF 585 FEET TO THE POINT BEGINNING. CONTAINING 46.57 ACRES MORE OR LESS);

THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID PARCEL, TO THE SOUTH LINE OF THE NORTHERLY 75 OF LOT 1, BLOCK 8, SAID MAP OF DUNLAWTON;

THENCE ALONG SAID SOUTH LINE OF THE NORTHERLY 75 FEET, TO THE EAST LINE OF SAID LOT 1, BLOCK 8;

THENCE SOUTHERLY AND WESTERLY ALONG SAID LOT 1 BLOCK 8, TO THE SOUTHWEST CORNER THEREOF;

THENCE CONTINUE ALONG SAID PARCEL RECORDED IN BOOK 1724 PAGES 1902-1909 WESTERLY TO THE WESTERLY RIGHT OF WAY LINE OF NOVA ROAD AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD 5A(NOVA ROAD) VOLUSIA COUNTY, SECTION 79190-2510, SHEET 6 OF 17;

THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE, TO THE SOUTHERLY RIGHT OF WAY LINE OF ALICE STREET, AS SHOWN ON SAID MAP OF DUNLAWTON;

THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE EASTERLY LINE OF LOT 2, BLOCK 9, SAID MAP OF DUNLAWTON;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF LOT 2, BLOCK 9 TO THE SOUTHEAST CORNER THEREOF;

THENCE EASTERLY ALONG THE NORTH LINE OF LOT 4, BLOCK 10, SAID MAP OF DUNLAWTON TO THE NORTHEAST CORNER THEREOF;

THENCE NORTHERLY ALONG THE WEST LINE OF LOT 2, BLOCK 10, SAID MAP OF DUNLAWTON, TO THE NORTHWEST CORNER THEREOF;

THENCE EASTERLY ALONG SAID NORTHERLY LINE OF LOT 2, BLOCK 10, TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 165 FEET OF LOT 3 BLOCK 7, SAID MAP OF DUNLAWTON;

THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 264 FEET OF SAID LOT 3;

THENCE EASTERLY ALONG SAID NORTH LINE TO THE CENTERLINE OF SAID PEPPERHILL ROAD;

THENCE NORTHERLY ALONG SAID CENTERLINE, TO THE SOUTHERLY RIGHT OF WAY LINE OF SHELDON AVENUE AS SHOWN ON SAID MAP OF DUNLAWTON;

THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, TO THE EASTERLY LINE OF LOT 1, BLOCK 6, SAID MAP OF DUNLAWTON;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF LOT 1, BLOCK 6, TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTHERLY ALONG THE WESTERLY LINE OF LOT 3, BLOCK 6, OF SAID MAP OF DUNLAWTON, TO THE SOUTHERLY LINE OF THE NORTHERLY 50 FEET OF SAID LOT 3, BLOCK 6;

THENCE EASTERLY ALONG SAID LINE, TO THE EASTERLY LINE OF SAID LOT 3, BLOCK 6;

THENCE SOUTHERLY ALONG THE EASTERLY LINES OF LOT 3, BLOCK 6, LOT 2, BLOCK 11 AND LOT 3, BLOCK 11, SAID MAP OF DUNLAWTON, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID MADELINE AVENUE;

THENCE EASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, TO THE EASTERLY LINE OF SAID MAP OF DUNLAWTON;

THENCE NORTHERLY ALONG SAID EASTERLY LINE OF THE MAP OF DUNLAWTON, TO THE NORTH LINE OF SECTION 4, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE EASTERLY ALONG SAID NORTH LINE OF SECTION 4, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PARCELS:

PARCEL “A”

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, WEST OF CLYDE MORRIS BOULEVARD, OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, EXCEPT THE SOUTH 930 FEET THEREOF.

PARCEL “C”

THE SOUTH 1/5, OF THE NE 1/4, OF THE SE 1/4 OF SAID SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST

LESS AND EXCEPT THE WEST 30.00 FEET THEREOF IN BRUNNER ROAD
AND LESS AND EXCEPT ANY PORTION THEREOF DESCRIBED IN OFFICIAL RECORDS BOOK 7834, PAGE 353, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

(O.R.B. 7834, PAGE 353) THE NORTH 20 ACRES, PLUS OR MINUS, OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, EXCEPT THE WESTERLY 30 FEET THEREOF, AND THE EASTERLY 50 FEET THEREOF. THE NORTH PROPERTY LINE OF THE AFOREDESCRIBED PROPERTY SHALL BE THAT LINE ESTABLISHED BY JUDICIAL DECREE IN THAT CERTAIN CASE STYLED ROWLEY V. BURNER,

CHANCERY NUMBER 14,328, 7TH JUDICIAL CIRCUIT, IN AND FOR VOLUSIA COUNTY, FLORIDA.
ALSO DESCRIBED AS:
THE NORTHERLY 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THE EASTERLY 50 FEET FOR ROAD PURPOSES, BUT INCLUDING A TRIANGLE ON THE NORTHERLY LINE BEING 9.5 FEET ON THE WEST LINE AND 1324.65 FEET ON THE SOUTH LINE.

PARCEL “D”

THE SOUTH 350 FEET OF THE EAST 100 FEET OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST.

PARCEL “E”:

THE NORTH 110 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH RANGE 33 EAST, EXCEPT THE EAST 32.50 FEET THEREOF.

PARCEL “F”:

THE EAST 13 CHAINS, OF THE NE 1/4 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

LESS AND EXCEPT THAT PORTION LYING WITHIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2639, PAGE 0179; PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

LESS AND EXCEPT THAT PORTION LYING WITHIN PAR CEL DESCRIBED IN OFFICIAL RECORDS BOOK 7537, PAGE 4437, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA,

LESS AND EXCEPT THAT PORTION LYING WITHIN AND NORTHEASTERLY OF AIRPORT ROAD.

PARCEL “G”

THE SE 1/4 OF THE SE 1/4 , OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST; LESS AND EXCEPT THAT PORTION LYING WITHIN “THE SANCTUARY ON SPRUCE CREEK, PHASE 1”, AS RECORDED IN MAP BOOK 45, PAGES 48-51, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

LESS AND EXCEPT THAT PORTION LYING WITHIN AIRPORT ROAD.

AND LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

BEING A PORTION OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WEST OF WILLIAMSON BOULEVARD, A VARYING WIDTH RIGHT-OF-WAY, ALL LYING IN VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE SOUTHEAST CORNER OF PARCEL "K" AS SHOWN ON PLAT OF THE SANCTUARY ON SPRUCE CREEK, PHASE I, ACCORDING TO THE MAP OR PLAT LOCATED IN MAP BOOK 45, PAGES 48 THROUGH 51, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 56 MINUTES 40 SECONDS EAST, A DISTANCE OF 371.59 FEET TO THE MONUMENTED WESTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD, VARYING RIGHT-OF-WAY AS SHOWN IN RIGHT-OF-WAY MAP, PROJECT

NUMBER 4740-2, DATED 01/15/2008, SAID POINT ALSO BEING ON A CURVE, CONCAVE NORTHEASTERLY AND TO THE LEFT HAVING A CENTRAL ANGLE OF 05 DEGREES 50 MINUTES 32 SECONDS, A RADIUS OF 1959.86 FEET, A CHORD BEARING SOUTH 03 DEGREES 15 MINUTES 41 SECONDS WEST, A CHORD LENGTH OF 199.73 FEET, THENCE ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD A ARC DISTANCE OF 199.82 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY MONUMENTED RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD SOUTH 00 DEGREES 20 MINUTES 26 SECONDS WEST, A DISTANCE OF 192.38 FEET TO A POINT ON LINE OF THE RIGHT-OF-WAY LINE AS SHOWN ON AFORESAID RIGHT-OF-WAY MAP ALSO BEING THE NORTH LINE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7559, PAGE 131, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 89 DEGREES 57 MINUTES 13 SECONDS WEST A DISTANCE OF 948.83 FEET TO A POINT ON THE EASTERLY PROPERTY LINE OF LOT 12 ALSO BEING THE SOUTHEAST CORNER OF PARCEL "O" ACCORDING TO SAID PLAT OF THE SANCTUARY ON SPRUCE CREEK, PHASE I, THENCE NORTH 10 DEGREES 33 MINUTES 25 SECONDS EAST ALONG THE EAST LINE OF PARCEL "O", A DISTANCE OF 398.45 FEET, THENCE NORTH 89 DEGREES 56 MINUTES 40 SECONDS EAST, A DISTANCE OF 516.73 FEET TO THE POINT OF BEGINNING.

PARCEL “H”

COMMENCE AT THE SW CORNER OF THE NW 1/4 OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST;
THENCE EAST ALONG THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 29, 327.4 FEET TO THE WEST R/W OF COUNTY ROAD;

THENCE NORTH 16 DEGREES, 41 MINUTES EAST ALONG SAID R/W, 184.5 FEET FOR THE POINT OF BEGINNING;

THENCE NORTH 16 DEGREES, 41 MINUTES EAST ALONG SAID R/W, 437.08 FEET;

THENCE NORTHERLY, 353.5 FEET ALONG SAID R/W, BEING AN ARC OF A CURVE WITH A RADIUS OF 432.78 FEET AND AN ANGLE OF 46 DEGREES, 48 MINUTES;

THENCE WEST 1159.65 FEET TO THE CENTER OF SPRUCE CREEK;

THENCE ALONG CENTER OF SAID SPRUCE CREEK SOUTH 28 DEGREES, 14 MINUTES WEST, 37.7 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 11 DEGREES, 00 MINUTES WEST, 158 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 08 DEGREES, 22 MINUTES EAST, 51.1 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 29 DEGREES, 00 MINUTES EAST, 400 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 09 DEGREES, 57 MINUTES EAST, 173.36 FEET;

THENCE EAST 889.9 FEET TO POINT OF BEGINNING, CONTAINING 19.2 ACRES MORE OR LESS, BEING IN THE SW 1/4 OF THE NW 1/4 OF SECTION 29 AND THE SE 1/4 OF THE NE 1/4 OF

SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST DESCRIPTION PER OFFICIAL RECORDS BOOK 567 PAGE 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS THAT PORTION OF SAID PROPERTY IN SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST RESIDING WITHIN THE CORPORATE BOUNDARY OF THE CITY OF PORT ORANGE.

PARCEL "I"

ALL THAT PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH RANGE 32 EAST LYING EASTERLY OF THE EAST RIGHT OF WAY OF TAYLOR ROAD AS RECORDED IN RIGHT OF WAY BOOK 1, PAGES 40-46 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS:

((O.R.B. 4823, PAGE 1318) A PORTION OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, A PORTION OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID MONUMENT BEING THE SOUTHEAST CORNER OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE S03°39'12W ALONG THE EASTERLY LINE OF SAID SECTION 25, 851.62 FEET TO AN INTERSECTION WITH THE NORTHERLY SHORE LINE OF SPRUCE CREEK; THENCE GENERALLY WESTERLY, SOUTHERLY AND WESTERLY ALONG THE NORTHERLY SHORE LINE OF SAID SPRUCE CREEK TO AN INTERSECTION WITH A LINE THAT BEARS S04°31'03"W OF THE SOUTHWEST CORNER OF LOT 7 OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE N04°31'03"E, 1625 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE S86°38'33"E ALONG THE SOUTH LINE OF SAID R. L. LEFFMAN'S HOMESTEAD 664.75 FEET; THENCE N04°06'44"E 380.26 FEET; THENCE N87°00'44"W 981.56 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF THE OCCUPIED TAYLOR ROAD; THENCE N30°08'14"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 44.95 FEET; THENCE S87°00'44"E 1406.14 FEET, THENCE N04°06'44"E 698.24 FEET; THENCE N87°00'44"W 999.285 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD AS OCCUPIED; THENCE N44°10'51"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 264.34 FEET TO THE NORTH LINE OF R. L. LEFFMAN'S HOMESTEAD 1044.664 FEET TO THE WEST LINE OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N04°06'44"E ALONG THE SAID WEST LINE OF SECTION 19 145.36 FEET; THENCE S85°44'44" E 1313.42 FEET; THENCE N03°50'56"E 1341.70 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S85°19'42"E 326.83 FEET; THENCE S03°46'57"W 1339.235 FEET; THENCE S85°44'44" E 328.36 FEET; THENCE S03°42'57"W 668.39 FEET; THENCE S85°57'39"E 658.25 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S03°34'54"W ALONG THE SAID EAST LINE 665.93 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE N89°10'30"W 2639.195 FEET TO THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE S03°35'41.5"W ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST 113.775 FEET TO THE CONCRETE MONUMENT AND THE POINT OF BEGINNING.

ALSO

LANDS LYING SOUTHERLY OF THE NORTH BANK OF SPRUCE CREEK AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL THREE: ALL THAT PART OF THE SE ¼, NE ¼, SECTION TWENTY FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY TWO (32) EAST, LYING AND BEING SOUTH AND EAST OF

SPRUCE CREEK, EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DIE\STRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PATE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL FOUR: ALL THAT PART OF THE WEST ½, NE ¼, SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY-TWO (32) EAST, LYING AND BEING SOUTH OF SPRUCE CREEK EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE EXCEPTED PORTION OF PARCELS THREE AND FOUR ABOVE ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT ON THE NORTH LINE OF THE NE ¼ OF THE SW ¼ OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED N49°40'40"E, 2088.72 FEET FROM A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF A TRACT OF LAND OWNED BY BELLE MURRAY AND BENNIE L. GRIFFIN; THENCE N89°01'30"E, ALONG THE NORTH LINE OF THE SOUTH ½ OF SAID SECTION 25, 1218.44 FEET TO A CONCRETE MONUMENT LOCATED AT THE TOP OF THE BLUFF OF THE EAST SIDE OF SPRUCE CREEK SWAMP FOR A PLACE OF BEGINNING; THENCE FROM SAID PLACE OF BEGINNING ALONG THE TOP OF THE BLUFF THE FOLLOWING COURSES AND DISTANCES: N00°59'20"W, 220.07 FEET TO A CONCRETE MONUMENT; N62°26'20"E, 300 FEET TO A CONCRETE MONUMENT; N54°33'00"E, 690 FEET TO A CONCRETE MONUMENT; N59°56'40"E, 320 FEET TO A CONCRETE MONUMENT; N80°57'00"E, 285 FEET TO A CONCRETE MONUMENT; N60°28'30"E, 366.58 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED S00°31'50"W, 206.82 FEET FROM THE NORTHEAST CORNER OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE ¼ OF SECTION 25 TO THE SOUTHEAST CORNER OF THE NE ¼ OF SECTION 25; THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE NE ¼ OF SECTION 25 TO THE PLACE OF BEGINNING.)

PARCEL "J"

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE SOUTH 89 DEGREES 35 MINUTES 25 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 3959.99 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 35 SECONDS WEST 118.33 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD, A 100 FOOT RIGHT OF WAY AS NOW LAID OUT AND USED; THENCE NORTWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 995.59 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE, NORTH 00 DEGREES 24 MINUTES 35 SECONDS EAST 302.92 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 25 SECONDS WEST 254.77 FEET TO SAID NORTHEASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD; THENCE SOUTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

PARCEL "K"

ALL THAT PART OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WESTERLY OF THE WEST LINE OF THE EAST 270.00 FEET OF SAID NORTHWEST 1/4 AND SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF TAYLOR ROAD AS RECORDED IN RIGHT OF WAY BOOK 1, PAGES 40-46 OF THE PUBLIC RECORDS OF

VOLUSIA COUNTY, FLORIDA, TOGETHER WITH THE SOUTHWEST 1/4 OF SAID SECTION 19, LESS AND EXCEPT THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 4823, PAGE 1318) A PORTION OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, A PORTION OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID MONUMENT BEING THE SOUTHEAST CORNER OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE S03°39'12W ALONG THE EASTERLY LINE OF SAID SECTION 25, 851.62 FEET TO AN INTERSECTION WITH THE NORTHERLY SHORE LINE OF SPRUCE CREEK; THENCE GENERALLY WESTERLY, SOUTHERLY AND WESTERLY ALONG THE NORTHERLY SHORE LINE OF SAID SPRUCE CREEK TO AN INTERSECTION WITH A LINE THAT BEARS S04°31'03"W OF THE SOUTHWEST CORNER OF LOT 7 OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE N04°31'03"E, 1625 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE S86°38'33"E ALONG THE SOUTH LINE OF SAID R. L. LEFFMAN'S HOMESTEAD 664.75 FEET; THENCE N04°06'44"E 380.26 FEET; THENCE N87°00'44"W 981.56 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF THE OCCUPIED TAYLOR ROAD; THENCE N30°08'14"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 44.95 FEET; THENCE S87°00'44"E 1406.14 FEET, THENCE N04°06'44"E 698.24 FEET; THENCE N87°00'44"W 999.285 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD AS OCCUPIED; THENCE N44°10'51"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 264.34 FEET TO THE NORTH LINE OF R. L. LEFFMAN'S HOMESTEAD; THENCE SOUTH 87°00'44" EAST ALONG THE NORTH LINE OF R. L. LEFFMAN'S HOMESTEAD 1044.664 FEET TO THE WEST LINE OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N04°06'44"E ALONG THE SAID WEST LINE OF SECTION 19 145.36 FEET; THENCE S85°44'44" E 1313.42 FEET; THENCE N03°50'56"E 1341.70 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S85°19'42"E 326.83 FEET; THENCE S03°46'57"W 1339.235 FEET; THENCE S85°44'44" E 328.36 FEET; THENCE S03°42'57"W 668.39 FEET; THENCE S85°57'39"E 658.25 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S03°34'54"W ALONG THE SAID EAST LINE 665.93 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE N89°10'30"W 2639.195 FEET TO THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE S03°35'41.5"W ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST 113.775 FEET TO THE CONCRETE MONUMENT AND THE POINT OF BEGINNING.

FURTHER EXCEPTIONG FROM THE SOUTHWEST ¼ OF SAID SECTION 19 THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 7318, PAGE 1477, SAID PUBLIC RECORDS, DESCRIBED AS FOLLOWS:

(O.R. Book: 7318, Page: 1477)
The Southwest ¼ of the Northwest ¼ of the Southwest ¼ of Section 19, Township 16 South, Range 33 East, Volusia County, Florida.

AND FURTHER EXCEPTIONG FROM THE SOUTHWEST ¼ OF SAID SECTION 19 THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 7136, PAGE 3051, SAID PUBLIC RECORDS, DESCRIBED AS FOLLOWS:

(O,R.Book: 7136, Page: 3051)
The West ½ of the following described property:
That part of the Northwest ¼ of the Southwest ¼ of Section 19, Township 16 South, Range 33 East, Volusia County, Florida, and being more particularly described as follows:
From a reference point, being the Southwest corner of said Section 19, run North 01° 06' 10" West, a distance of 2027.64 feet to a point; thence run North 89° 17' 25" East a distance of 656.13 feet to the Point of Beginning; Thence continue North 89° 17' 25" East a distance of 656.26 feet to a point; thence run South 01° 23' 45" West a distance of 673.98 feet to a point; thence run South 89° 20' 05" West a distance

of 658.86 feet to a point; thence run North 1° 11’ 55” West a distance of 673.54 feet to the Point of Beginning.
Together with an easement for ingress and egress to the above described property, said easement being described as follows: a 25 foot road easement in Section 24, Township 16 South, Range 32 East and Section 19, Township 16 South, Range 33 East, in Volusia County, Florida, described as follows: All land lying within 25 feet North, measured at right angles, from the following described line; beginning at the intersection of the Southeasterly line of Samsula (Taylor) Road, a 100 foot road as now occupied and recognized; with centerline of the Northeast ¼ of the Southeast ¼ of said Section 24, Township 16 South, Range 32 East; run thence North 89° 17’ 25” East along said center line for a distance of 288.5 feet to a point in the Eastline of said Section 24; thence continue North 89° 17’ 25” East and along the center line of the Northwest ¼ of the Southwest ¼ of Section 19, Township 16 South, Range 33 East, a distance of 681.13 feet to a point; said point being the Easterly termination of this description.
Together with an easement for ingress and egress and utilities over the West 12.5 feet of the East ½ of the following described property: That part of the Northwest ¼ of the Southwest ¼ of Section 19, Township 16 South, Range 33 East, Volusia County, Florida, and being more particularly described as follows: From a reference point, being the Southwest corner of said Section 19, run North 01° 06’ 10” West a distance of 2027.64 feet to a point; thence run North 89° 17’ 25” East a distance of 656.13 feet to the Point of Beginning; thence continue North 89° 17’ 25” East a distance of 656.28 feet to a point; thence run South 01° 23’ 45” West a distance of 673.98 feet to a point; thence run South 89° 20’ 05” West a distance of 658.86 feet to a point; thence run North 01° 11’ 55” West a distance of 673.54 feet to the Point of Beginning.

PARCEL “L”

(Official Records Book 3619, Page 1288) A portion of the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 16 South, Range 32 East, described as follows : Beginning at a concrete monument marking the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 24; thence West along the North line of the Northeast 1/4 of the Southeast 1/4 of said Section 24 a distance of 385.3 feet to the Place of Beginning of Parcel 1; thence South a distance of 510.39 feet to a point in the Westerly right of way line of Samsula-Port Orange Road (a 100.00 foot right of way as proposed); thence South 39 degrees 53 minutes West along the Westerly boundary of said proposed road a distance of 140.29 feet; thence North 10 degrees 32 minutes 40 seconds West a distance of 628.65 feet; thence East a distance of 205.0 feet to the Place of Beginning.

PARCEL “M”

A portion of the NE 1/4 of the SE 1/4 of Section 24, Township 16 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Begin at the Southwest corner of the NE 1/4 of the SE 1/4 of Section 24, Township 16 South, Range 32 East, Volusia County, Florida; thence North 00°00'00" East, a distance of 208.80 feet along the West line of the NE 1/4 of the SE 1/4 of said Section 24 to a point on the Southwesterly line of Parcel 1 as described in Official Records Book 7058, Pages 4250 through 4251, Public Records of Volusia County, Florida; thence South 41°45'28" East, a distance of 278.35 feet along the Southwesterly line of said Parcel 1 to a point on the South line of said NE 1/4 of the SE 1/4; thence South 89°38'31" West, a distance of 185.38 feet along said South line to the POINT OF BEGINNING.

ALSO

PARCEL IDENTIFICATION NUMBER 24-16-32-00-00-0090-6224-00-00-0090

(Official Records Book 4214, Page 111)Part of the Northeast quarter of the Southeast quarter, Section 24, Township 16 South, Range 32 East, described as follows : the Southerly 150 feet as lies Easterly of a county maintained road known as “Samsula Road” the said parcel being subject to the use of the public for road purposes in and over that part maintained by Volusia, County, Florida, Board of County Commissioners.

ALSO

LANDS LYING SOUTHERLY OF THE NORTH BANK OF SPRUCE CREEK AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL THREE: ALL THAT PART OF THE SE ¼, NE ¼, SECTION TWENTY FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY TWO (32) EAST, LYING AND BEING SOUTH AND EAST OF SPRUCE CREEK, EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DIE\STRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PATE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL FOUR: ALL THAT PART OF THE WEST ½, NE ¼, SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY-TWO (32) EAST, LYING AND BEING SOUTH OF SPRUCE CREEK EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE EXCEPTED PORTION OF PARCELS THREE AND FOUR ABOVE ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT ON THE NORTH LINE OF THE NE ¼ OF THE SW ¼ OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED N49°40'40"E, 2088.72 FEET FROM A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF A TRACT OF LAND OWNED BY BELLE MURRAY AND BENNIE L. GRIFFIN; THENCE N89°01'30"E, ALONG THE NORTH LINE OF THE SOUTH ½ OF SAID SECTION 25, 1218.44 FEET TO A CONCRETE MONUMENT LOCATED AT THE TOP OF THE BLUFF OF THE EAST SIDE OF SPRUCE CREEK SWAMP FOR A PLACE OF BEGINNING; THENCE FROM SAID PLACE OF BEGINNING ALONG THE TOP OF THE BLUFF THE FOLLOWING COURSES AND DISTANCES: N00°59'20"W, 220.07 FEET TO A CONCRETE MONUMENT; N62°26'20"E, 300 FEET TO A CONCRETE MONUMENT; N54°33'00"E, 690 FEET TO A CONCRETE MONUMENT; N59°56'40"E, 320 FEET TO A CONCRETE MONUMENT; N80°57'00"E, 285 FEET TO A CONCRETE MONUMENT; N60°28'30"E, 366.58 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED S00°31'50"W, 206.82 FEET FROM THE NORTHEAST CORNER OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE ¼ OF SECTION 25 TO THE SOUTHEAST CORNER OF THE NE ¼ OF SECTION 25; THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE NE ¼ OF SECTION 25 TO THE PLACE OF BEGINNING.);

AND ALSO THAT PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 3838, PAGE 1888 OF SAID PUBLIC RECORDS AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 3838, PAGE 1888) PARCEL A:

PART OF THE NW 1/4 OF THE SW 1/4 AND PART OF THE SW 1/4 OF THE NW 1/4, SECTION 19, TOWNSHIP 16-S, RANGE 33-E AND PART OF THE NE 1/4 OF THE SE 1/4, SECTION 24, TOWNSHIP 16-S, RANGE 32-E VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE NW CORNER OF THE SW 1/4 OF SAID SEC. 19; THENCE N 87° 16' 16" E ALONG THE N LINE OF SAID SW 1/4 FOR A DISTANCE OF 231.03 FT. TO THE EASTERLY RIGHT-0F-WAY OF TAYLOR RD.; THENCE N36° 51' 35" E. ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 95.35 FT. TO THE POINT OF BEGINNING: THENCE S71° 20'

15" E. 178.75 FT.: THENCE S02° 39' 15" E. 342.04 FT. TO THE FENCED AND OCCUPIED SOUTH LINE OF THE NORTH 330 FT. OF THE NW 1/4 OF THE SW 1/4, SECTION 19-16-33: THENCE S87° 20' 45" W. ALONG THE ABOVE DESCRIBED SOUTH LINE AND THE EXTENSION THEREOF FOR A DISTANCE OF 502.19 FT. TO THE EASTERLY RIGHT-OF-WAY OF TAYLOR RD.: THENCE N36° 51' 35"E. ALONG SAID EASTERLY RIGHT-OF-WAY FOR A DISTANCE OF 527.55 FT. TO THE POINT OF BEGINNING, CONTAINING 3.00 ACRES, MORE OR LESS, BUT SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

PARCEL B:

PART OF THE NW 1/4 OF THE SW 1/4 AND PART OF THE SW 1/4 OF THE NW 1/4 SECTION 19, TOWNSHIP 16S, RANGE 32E, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF THE SW 1/4 OF SAID SEC. 19: THENCE N87° 16' 16"E ALONG THE NORTH LINE OF SAID SW 1/4 FOR A DISTANCE OF 231.03 FT. TO THE EASTERLY RIGHT-OF-WAY OF TAYLOR RD.: THENCE N36° 51' 35"E ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 95.35 FT.: THENCE S71° 20' 15"E 178.75 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE S71° 20' 15"E 329.58 FT.: THENCE S03° 49' 18"E 222.33 FT. TO THE FENCED AND OCCUPIED SOUTH LINE OF THE NORTH 330 FT. OF THE NW 1/4 OF THE SW 1/4, SEC. 19-16-33: THENCE S87° 20' 45" W ALONG ABOVE DESCRIBED SOUTH LINE FOR A DISTANCE OF 311.58 FEET: THENCE N02° 39' 15" E 342.04 FT. TO THE POINT OF BEGINNING, CONTAINING 2.00 ACRES, MORE OR LESS, BUT SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.)

CITY OF PORT ORANGE

EXHIBIT

POINT OF BEGINNING
N.W. CORNER SEC. 3
T.16 S, R.33 E.

TOWNSHIP 15 SOUTH
TOWNSHIP 16 SOUTH

RANGE 32 EAST
RANGE 33 EAST

RANGE 33 EAST
RANGE 34 EAST

TOWNSHIP 16 SOUTH
TOWNSHIP 17 SOUTH

1" = 2000'
GRAPHIC SCALE
0 1000' 2000' 4000'

ABBREVIATION LEGEND:

O.R.B(K).	=	OFFICIAL RECORDS BOOK
PG(S)	=	PAGE(S)
R/W	=	RIGHT OF WAY
SEC.	=	SECTION
T.	=	TOWNSHIP
R.	=	RANGE
E.	=	EAST
S.	=	SOUTH
ELY.	=	EASTERLY
NLY.	=	NORTHERLY
WLY.	=	WESTERLY
NO.	=	NUMBER
LB	=	LICENSED BUSINESS
SSMC	=	SOUTHEASTERN SURVEYING & MAPPING CORPORATION

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
6500 Ali American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580
e-mail: info@southeasternsurveying.com
Certification Number LB2108

SSMC SUE • SURVEY • GIS

DEWEY MUNOZ JR., PSM
Registered Land Surveyor
Number 2982

REVISION	BY

REVISION DATE:

SHEET NUMBER 1 OF 1
NOT VALID WITHOUT SHEETS 1 THROUGH 1

EXHIBIT
CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA

Project:

Drawing Date: FEBRUARY 25, 2025
Drawn By: BB
Scale: 1" = 2000'

Certified to: CITY OF PORT ORANGE

DRAWING NUMBER
71928002
SHEET NUMBER
1 OF 1

P:\71928 - CITY OF PORT ORANGE CITY LIMITS\CIVIL 3D\71928002.dwg

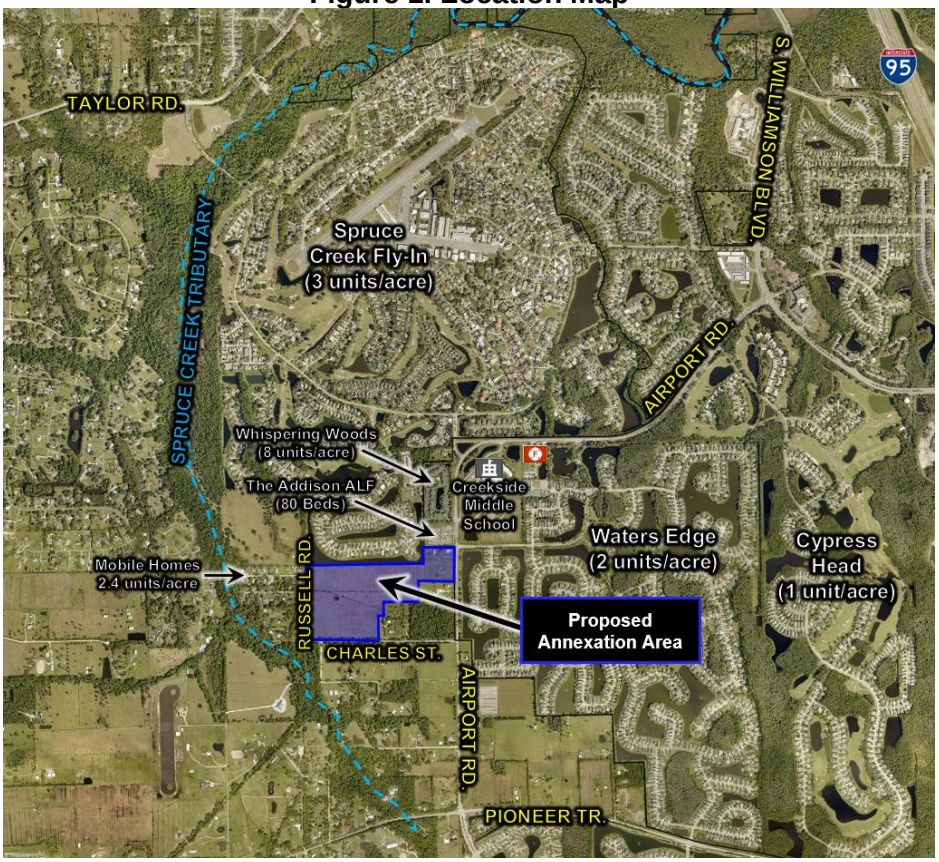
STAFF REPORT
ANNEXATION/VINTAGE ACRES
CASE NO. ANNX-25-0001

REQUEST:	Annex ±56.5-acres into the City of Port Orange
LOCATION:	West side of Airport Road, north of Charles Street
OWNERS:	Craig D Baumann - Life Estate; Joyce E Tumblin Trust; Stetson University Inc.
APPLICANT:	Storch Law Firm
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
CITY COUNCIL DATE:	May 6, 2025

PROPERTY OVERVIEW

The applicant is requesting to annex approximately 56.5 acres of property in unincorporated Volusia County into the City of Port Orange. The subject property is located west of Airport Road, north of Charles Street. If the annexation request is approved by the City, the applicant intends to submit applications to change the Future Land Use (FLU) designations for the subject property from Volusia County *Agriculture Resource* and *Urban Low Intensity* to City of Port Orange *Rural Transition* (0-2 units/acre) and rezone the subject property as a Planned Unit Development (PUD) to establish the framework to develop a residential subdivision with up to 113-unit detached single-family homes.

Figure 1. Location Map



STATE-REQUIRED LOCATIONAL CRITERIA

Florida Law requires unincorporated parcels to meet three (3) locational criteria before a municipality may annex them. Pursuant to section 171.043(1) Florida Statutes, this report certifies that the area to be annexed is: 1) contiguous to the City of Port Orange boundaries; 2) reasonably compact (does not contribute to urban sprawl); and 3) not currently part of the incorporated area of another municipality.

LAND USES, ZONING, AND EXISTING USES

The subject property consists of three (3) parcels. Two of the three parcels are cleared, vacant pastureland. The parcel adjacent to Airport Road is developed with a single-family home, detached garage, and pole barn. The existing land uses, FLU designations, and Zoning classifications for the properties adjacent to the subject property are identified in Table 1. The surrounding FLU and zoning are shown on the attached maps (Exhibits A and B)

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Spruce Creek Fly-In Single-Family Home Subdivision (3 units per acre) Assisted Living Facility (80-bed facility)	Volusia County *Urban Low Intensity* (0-4 units /acre) City of Port Orange *Office/Residential Transition*	Volusia County Planned Unit Development City of Port Orange Planned Unit Development
South	Charles Street - Volusia County Right-of-Way Single-Family Homes	Volusia County Right-of-Way Volusia County *Agriculture Resource* (1 unit/10 acres) and *Rural* (1 unit/5 acres)	Volusia County Right-of-Way Volusia County MH-3 Rural Mobile Home, A-1 Prime Agriculture, and A-2 Rural Agriculture
East	Airport Road - Volusia County Right-of-Way Waters Edge Single-Family Home Subdivision (2 units per acre)	Volusia County Right-of-Way City of Port Orange *Rural Transition* (0-2 units/acre)	Volusia County Right-of-Way City of Port Orange Planned Unit Development
West	Russell Road - Volusia County Right-of-Way Mobile Homes (2.4 units per acre)	Volusia County Right-of-Way Volusia County *Rural* (1 unit/5 acres) and *Agriculture Resource* (1 unit/10 acres)	Volusia County Right-of-Way Volusia County MH-6 Urban Mobile Home Subdivision and A-1 Prime Agriculture

The Volusia County FLU and zoning designations on the subject property must be changed to City of Port Orange designations. The established City policy is that when properties are annexed into the City, the City will assign future land use and zoning designations that would be as similar as possible to the surrounding area. If the annexation is approved and a city future land use and zoning is not applied, then the properties will be withing the city, but the county land use, zoning and subdivision regulations will remain in full force and effect until city designations are applied [171.062(2) Florida Statutes].

The existing County FLU designations on the 56.5-acre subject property are approximately 52.96 acres of Volusia County *Agriculture Resource* (1 unit/10 acres) and 3.57 acres of Volusia County *Urban Low Intensity* (0-4 units/acre). The existing County zoning designations are approximately 52.96 acres of A-1 (Prime Agriculture) and 3.57 acres of A-2 (Rural Agriculture). Based on the current County FLU designations, the subject property could be developed with approximately 19 residential units.

According to the applicant, if the annexation request is approved, the applicant will submit development applications to request that the FLU designation of the subject property be changed to City of Port Orange *Rural Transition* (0-2 units/acre) and the zoning designation of the subject property be changed to City Planned Unit Development (Single Family Residential PUD) to allow the develop a 113-unit detached single-family home subdivision The applicant states the layout of the proposed 113-lot subdivision will be modeled after the Waters Edge subdivision not to exceed a 2-unit/acre density and include, ±7,800 square-foot lots, 20’ to 25’ wide external landscape buffers, and a minimum of 60% of the subject property will remain as open space (ponds or common area).

IMPACT ON CITY SERVICES

Various City departments, including Police, Fire and Rescue, Public Utilities, Finance, Public Works, Parks and Recreation, Engineering, and Community Development, have reviewed the annexation request. Based upon the responses received and the impact analysis, there is adequate capacity to accommodate the proposed annexation of the ±56.5-acres along with the proposed development of a 113-lot detached single-family home subdivision.

Potable Water, Sanitary Sewer, and Reclaimed Water

The City has available capacity and infrastructure in place to serve the subject property, including the proposed 113-lot single-family home subdivision, with potable water and sewer. Reclaimed water is available to serve the subject property, including the proposed 113-lot single-family home subdivision.

Solid Waste

There is available capacity at the landfill for the solid waste disposal needs of the subject property, including the proposed 113-lot single-family home subdivision. If the annexation is approved, the existing single-family home on the subject property will be required to receive solid waste collection and disposal service by the City’s solid waste private contractor.

Stormwater Management

The City's current drainage system can support the proposed annexation. The City's Comprehensive Plan and Land Development Code (LDC) require that there be no net loss of stormwater retention function as a result of the proposed future development, or the subject property must have the same ability to store and discharge water after development as it does before development. Any future development of the subject property will be required to address stormwater retention on the property in accordance with the LDC and State and regional permitting agencies.

Currently, stormwater discharges from the subject property west to a swale along Russell Road, then goes south to a swale along Charles Street, and then into Spruce Creek. Any future development would require a series of stormwater retention ponds and a control structure to retain and treat the stormwater, which will be built on-site before stormwater is discharged to the Russell Road swale at the same point it is currently discharged. From Russell Road, any discharged runoff would similarly flow to Charles Street and then into Spruce Creek. Once the site is developed, the volume and flow rate of discharged stormwater from the on-site stormwater system into the public conveyance system (swales along Russell Road and Charles Street) must not exceed the discharge volume and flow rate from when the site was undeveloped, under the 100-year storm standard in the LDC.

Transportation

There is currently no impact on the transportation system anticipated with the annexation. If the annexation is approved, the proposed 113-lot detached single-family home subdivision will be required to address traffic concurrency requirements prior to approval. With the submittal of a development application, a Traffic Impact Analysis (TIA) will be required to be prepared to evaluate the traffic impacts and determine if there are roadway deficiencies to be addressed through physical improvements and/or transportation fair-share payments to either the city and/or Volusia County.

Based on the ITE Trip Generation Manual, 11th Edition, the proposed 113-lot single-family home subdivision could generate 106 P.M. peak hour trips and 1,066 daily trips. According to the latest traffic counts for adjacent roadways, there is capacity available at this time for the estimated vehicular trips to be generated (see Table 2).

Table 2. Roadway Capacity

Road	Location	Volume	Capacity	V/C Ratio*	Remaining Capacity
Airport Road**	Williamson Blvd. to Pioneer Tr.	16,070	32,600	0.49	51%
Airport Road***	Pioneer Tr. to Luna Bela Ln.	4,850	34,230	0.14	86%
Pioneer Trail***	Airport Rd. to Turnbull Bay Rd.	7,200	13,640	0.53	47%
Pioneer Trail***	Tomoka Farms Rd. to Airport Rd.	5,550	13,640	0.41	59%
Williamson Boulevard***	Airport Rd. to Spruce Creek Bridge	25,000	37,970	0.66	34%
Williamson Boulevard***	Spruce Creek Bridge to Taylor Rd.	25,000	37,970	0.66	34%

* Volume/Capacity (V/C) Ratio - Volume-Demand-to-Capacity Ratio compares roadway demand (vehicle volumes) with roadway supply (carrying capacity). A V/C ratio of 1.00 indicates that the roadway is operating at its capacity.
Source: City Traffic Counts: **Stanley Consultants, 2024; **Volusia County Traffic Engineering (2022 data is the current available data).

Police
The Police Department did not indicate that the proposed annexation would create deficiencies in law enforcement coverage for the subject property.

Fire
The Fire and Rescue Department did not indicate that the proposed annexation would create difficulties in serving the subject property. The closest fire station is located at 6701 Airport Road, approximately 0.5 miles from the subject property.

Recreation and Open Space
The City's current recreation facilities can support the proposed annexation. The proposed development of the subject property with 113 single-family homes will generate the need for 1.9 acres of parkland. According to the City's 2024 Concurrency Management Report, the city has over 66 acres of parkland beyond the adopted level-of-service requirement for parkland.

Schools
There is no anticipated impact on the public school system with the annexation. If the annexation is approved, a School Concurrency Certificate would need to be obtained from Volusia County School District prior to the approval of the development.

RECOMMENDATION
The approval of a voluntary annexation is a legislative decision, and the action by the City Council can be based on any legitimate public concern that the annexation could affect the city or the surrounding area. It is not a quasi-judicial decision that must be based on competent, substantial evidence.

Based on the findings of this report, staff recommends approval of the request to annex approximately 56.5 acres located east of Airport Road, north of Charles Street, into the City, as it meets the locational criteria in Florida Statutes and the city can provide adequate services to the 56.5 acres and the development of a 113-lot detached single-family home subdivision.

ATTACHMENTS
Exhibit 1 – Current and Proposed Future Land Use Map
Exhibit 2 – Current and Proposed Zoning Map

Exhibit 1

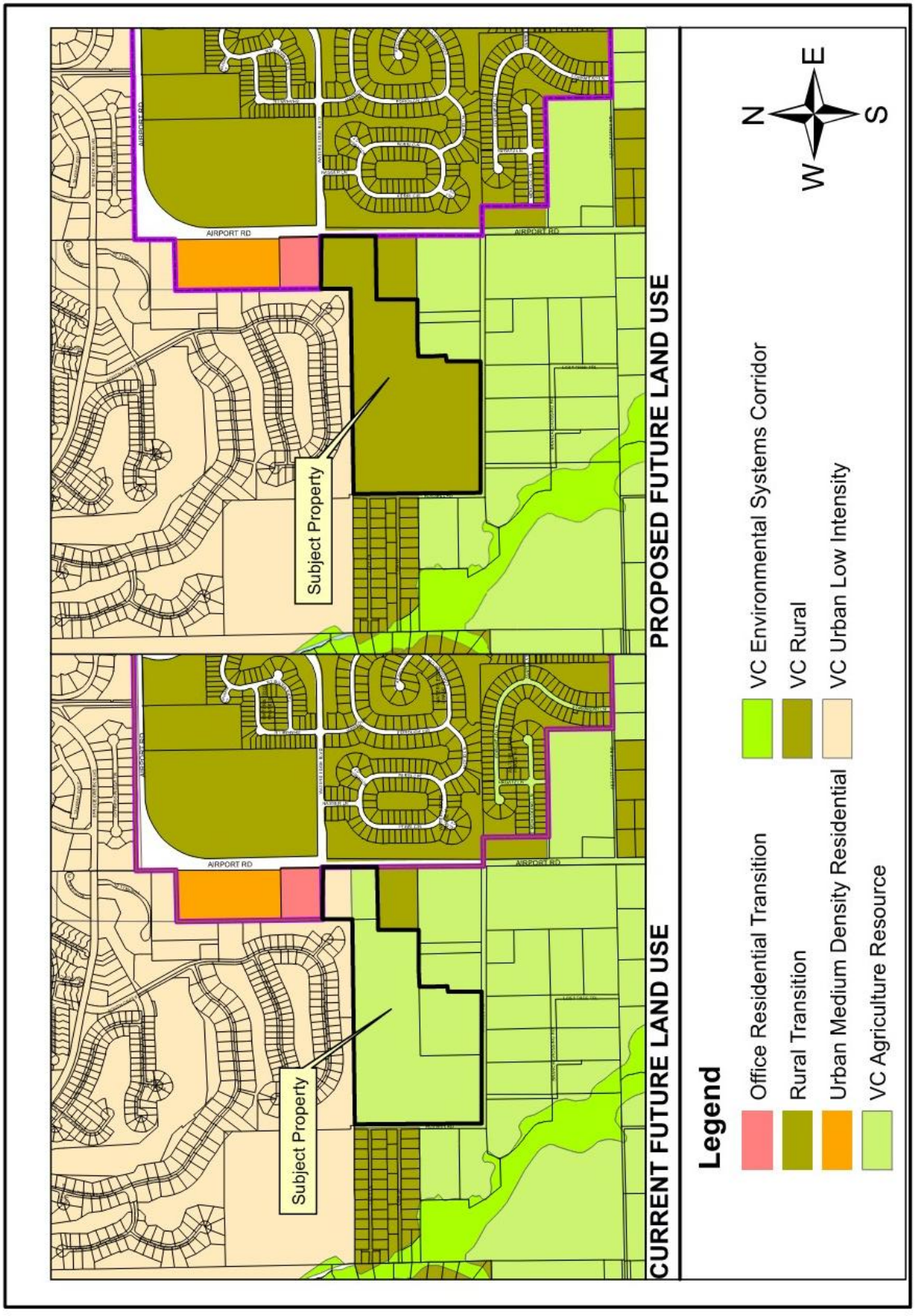

CURRENT FUTURE LAND USE
PROPOSED FUTURE LAND USE
Subject Property
Subject Property
AIRPORT RD
AIRPORT RD
AIRPORT RD
AIRPORT RD
N
E
S
W
Legend
Office Residential Transition
Rural Transition
Urban Medium Density Residential
VC Agriculture Resource
VC Environmental Systems Corridor
VC Rural
VC Urban Low Intensity

Exhibit 2

CURRENT ZONING
PROPOSED ZONING
Subject Property
Subject Property
AIRPORT RD
N
E
S
W
Legend
Government/Public Use
Planned Unit Development
VC Agricultural
VC Resource Corridor
VC Planned Unit Development
VC Mobile Home

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. 2025-14 – Annex ±56.5-acres of property into the City of Port Orange (Case No. ANNX-25-0001)

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 law[1] 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 Applicant is requesting to voluntarily annex a ±56.5-acres of property currently located in unincorporated Volusia County into the City. The subject property is located west of Airport Road, north of Charles Street, into the City of Port Orange. If the annexation request is approved by the City, the applicant intends to submit applications for the subject property to change the Future Land Use (FLU) from Volusia County Agriculture Resource and Urban Low Intensity to City of Port Orange Rural Transition (0-2 units/acre), and rezone it as a Planned Unit Development (PUD) to establish the framework to build a residential subdivision with up to 113-unit detached single-family homes.

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 useful[2] (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 5/6/2025

SUBJECT: (H24a) First Reading - Ordinance No. 2025-15 - Authorizing and Securing Capital Improvement & Refunding Revenue Bonds Series 2025

DEPARTMENT: Finance

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Ordinance No. 2025-15 authorizing and securing Capital Improvement and Refunding Revenue Bonds Series 2025.

SUMMARY: Council discussed capital financing items on November 19, 2024 and April 1, 2025. As a follow-up to those discussions, this Ordinance authorizes the issuance of Capital Improvement and Refunding Revenue Bonds not to exceed $36 million. Approximately $22 million is expected to be new loan proceeds to fund the design and construction of the Public Utilities Field Operations Facility on City-owned property adjacent to the Police Department. The remaining $14 million will refund a portion of the outstanding series 2014 Capital Improvement Bonds and the 2005 Stormwater Bonds. This refunding will save $1.5 million and has a net present value savings of $667,000, or 4.91%. Closing is scheduled for June 24, 2025.

PRESENTER: Mark Simpson

ATTACHMENTS:

1.	Ord. No. 2025-15 - Port Orange CIB25 - Authorizing Ordinance-80966353-v3 (002)MJrev4.28	Ord. No. 2025-15 - Port Orange CIB25 - Authorizing Ordinance-80966353-v3 (002)MJrev4.28.pdf

Mark Simpson	Created/Initiated - 4/16/2025
Mark Simpson	Approved - 4/16/2025
Matthew Jones	Approved - 5/1/2025
Wayne Clark	Final Approval - 5/1/2025

ORDINANCE NO. 2025-15

AN ORDINANCE OF THE CITY OF PORT ORANGE, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $38,000,000 CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS, SERIES 2025, TO REFUND ALL OR A PORTION OF THE CITY'S OUTSTANDING STORMWATER UTILITY REVENUE BONDS, SERIES 2005 AND CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS, SERIES 2014, TO FINANCE OR REIMBURSE CAPITAL IMPROVEMENTS; PROVIDING FOR THE PAYMENT OF SUCH BONDS FROM LEGALLY AVAILABLE NON-AD VALOREM REVENUES DEPOSITED PURSUANT TO A COVENANT TO BUDGET AND APPROPRIATE; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY FOR THIS ORDINANCE. This ordinance is enacted pursuant to the provisions of Chapter 166, Parts I and II, and Chapter 159, Part I, Florida Statutes; Chapter 2, Article VI, Division 4, Section 2-317 of the Code of Ordinances of the City of Port Orange, Florida (the "City"), as amended and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared that:

(a) It is necessary and desirable to provide for the refunding of all or a portion of the City's outstanding Stormwater Utility Revenue Bonds, Series 2005 (the "Refunded Series 2005 Bonds"), and to provide for the refunding of all or a portion of the City's outstanding Capital Improvement Refunding Revenue Bonds, Series 2014 (the "Refunded Series 2014 Bonds" and together with the Refunded Series 2005 Bonds, the "Refunded Bonds"), in order to reduce debt service thereon;

(b) There is a significant need for capital improvements to the City's water and sewer systems, including without limitation the acquisition, design, construction, improvement and equipping of facility to be used primarily by the Public Utilities Department, and it is necessary and desirable to finance or reimburse such capital improvements with the proceeds of additional bonds issued by the City;

(c) It is necessary and desirable to provide for the issuance of not exceeding $38,000,000 of City of Port Orange, Florida Capital Improvement Refunding Revenue Bonds, Series 2025 (the "Series 2025 Bonds") for the purposes described in (a) and (b) above.

(d) It is necessary and desirable to provide for the repayment of the Series 2025 Bonds from legally available non-ad valorem revenues of the City.

SECTION 3. AUTHORIZATION OF THE SERIES 2025 BONDS. Subject and pursuant to the provisions hereof, the Series 2025 Bonds are authorized to be issued for the purposes stated in Section 2 hereof, in aggregate principal amount not exceeding $38,000,000. It is hereby authorized that the Series 2025 Bonds shall be payable from legally available non-ad valorem revenues that are deposited in the debt service fund established for the Series 2025 Bonds pursuant to a City covenant to budget, appropriate and deposit non-ad valorem revenues sufficient to pay the debt service on the Series 2025 Bonds. The Council shall adopt a bond resolution (including any resolutions supplemental thereto), supplemental to this ordinance, setting forth the fiscal details and other terms, covenants and provisions necessary for the security, marketing, sale and issuance of the Series 2025 Bonds.

SECTION 4. REPEAL OF INCONSISTENT PROVISIONS. All ordinances, resolutions or parts thereof in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. SEVERABILITY. In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance which shall remain in full force and effect.

[The remainder of this page is intentionally blank; signature page follows.]

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage and adoption.

[SEAL]

_____
Scott Stiltner, Mayor

ATTEST:

_____
Robin L. Fenwick, City Clerk

Passed on first reading the ___ day of _____, 2025.

Passed and adopted on second and final reading on the ___ day of _____, 2025.

Reviewed and Approved: _____
City Attorney

[CA 8591]

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/6/2025

SUBJECT: (H24b) Resolution No. 25-25 - Approval to Authorize Issuance of General Obligation Bonds

DEPARTMENT: Finance

GOAL: 3 - Quality of Life; 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 25-25 authorizing the issuance of Parks & Recreation General Obligation Bonds.

SUMMARY: Port Orange voters approved a $30 million Parks & Recreation General Obligation (GO) Bond issue in August 2024. As discussed at the November 19, 2024 and April 1, 2025 Council meetings, General Obligation Bonds are secured by ad valorem taxes and this issuance will fund the Capital Improvement Plan for the Parks & Recreation Department.

The Fiscal Year 2025 budget includes funding for capital expenditures from the Parks Bond Capital Projects Fund related to this General Obligation Bond including acquisitions and park improvements prior to the issuance of the debt. Resolution No. 24-36, approved by Council on September 17, 2024, allows the City to reimburse itself for such expenditures with proceeds of bonds, notes, or a lease purchase agreement.

The closing date for the GO Bond is tentatively scheduled for June 2, 2025, but is subject to change depending on market conditions in late May.

PRESENTER: Mark Simpson

ATTACHMENTS:

1.	Reso. No. 25-25 Parks and Rec GO Bond w. Exhibits 5.1.25	Reso. No. 25-25 Parks and Rec GO Bond w. Exhibits 5.1.25.pdf
2.	Bond Project Descriptions	Bond Project Descriptions.docx

Mark Simpson	Created/Initiated - 4/15/2025
Mark Simpson	Approved - 4/16/2025
Matthew Jones	Approved - 5/1/2025
Wayne Clark	Final Approval - 5/1/2025

RESOLUTION NO. 25-25

A RESOLUTION OF THE CITY OF PORT ORANGE, FLORIDA, PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED $30,000,000 GENERAL OBLIGATION BONDS, SERIES 2025 OF THE CITY TO FINANCE OR REIMBURSE THE COSTS OF THE ACQUISITION, DESIGN, CONSTRUCTION, RENOVATION, EXPANSION, AND IMPROVEMENT OF PUBLIC PARKS AND RECREATION FACILITIES AND RELATED INFRASTRUCTURE LOCATED IN THE CITY; PROVIDING FOR THE RIGHTS, SECURITY AND REMEDIES OF THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING A NEGOTIATED SALE OF THE BONDS AND THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT; AUTHORIZING THE CITY MANAGER AND FINANCE DIRECTOR TO FIX THE DATE, MATURITIES, INTEREST RATES AND REDEMPTION PROVISIONS WITH RESPECT TO SUCH BONDS; AUTHORIZING THE PRELIMINARY AND FINAL OFFICIAL STATEMENTS; DESIGNATING THE PAYING AGENT, BOND REGISTRAR AND DISSEMINATION AGENT; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE CITY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE SALE, ISSUANCE AND DELIVERY OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA.

ARTICLE I

STATUTORY AUTHORITY, DEFINITIONS, AND FINDINGS

SECTION 1.01. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 166, Florida Statutes, and other applicable provisions of law, the Ordinance, and pursuant to the approvals granted by majority of the votes cast in a referendum election held in the City on August 20, 2024, to issue general obligation bonds of the City to finance or reimburse the costs of the acquisition, design, construction, renovation, expansion and improvement of public parks and recreational facilities and related infrastructure located in the City.

SECTION 1.02. DEFINITIONS. Capitalized terms used in this Resolution shall have the following meanings, unless the context clearly requires otherwise. Words importing the singular number shall include the plural number in each case, and vice versa; words of one gender shall be deemed to include the other genders; and words importing persons shall include firms and corporations. In this Resolution:

"Act" shall mean the Constitution and laws of the State of Florida, Chapter 166, Florida Statutes, the referendum elections held in the City on August 20, 2024, on the issuance of the Series 2025 Bonds, and other applicable provisions of law.

"Ad Valorem Taxes" shall mean the proceeds of a direct, annual tax levied upon all taxable property located within the City, without limit as to rate or amount, in an amount sufficient to pay the Debt Service Requirement in each Bond Year.

"Amortization Installment" shall mean, with respect to any Term Bonds, the amount of money designated for such Term Bonds and required to be deposited into the Amortization Account to pay the principal amount of Term Bonds to be redeemed on each annual interest or principal maturity date; provided, that the aggregate of such installments for each maturity of Term Bonds shall equal the aggregate principal amount of each maturity of Term Bonds delivered on original issuance.

"Authorized Investments" shall mean any obligations, deposit certificates, or other evidences of indebtedness legal for investment of municipal funds under Chapter 218.415, Florida Statutes, to the extent not inconsistent with the formal investment policy of the City.

"Bond Counsel" shall mean Akerman LLP, Jacksonville, Florida, or any other nationally-recognized counsel experienced in matters relating to the validity of, and the tax exemption of interest on, obligations of states and their political subdivisions, as selected by the City.

"Bond Purchase Agreement" shall have the meaning set forth in Section 5.03 of this Resolution.

"Bond Registrar" shall mean the bank or trust company designated by the City to maintain the registration books required to be maintained hereunder and to serve as paying agent for purposes of making payments of principal of and interest on the Bonds to the Registered Owner.

"Bond Year" shall mean the year commencing on the date following each principal maturity date and ending on the next succeeding principal maturity date.

"City" shall mean the City of Port Orange, Florida, a political subdivision of the State of Florida.

"City Clerk" shall mean the City Clerk of the City and any deputy, interim or acting City Clerk, or her or his designee.

"City Council" shall mean the City Council, as the governing body of the City.

"City Manager" shall mean the City Manager of the City and his or her designee.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or any successor code thereto, together with the valid and applicable regulations thereunder, as the same may be in effect from time to time.

"Debt Service Requirement" shall mean, for any Bond Year, the sum of: (1) the amount required to pay the interest becoming due on the Bonds during such Bond Year, except to the extent that such interest is to be paid from deposits in the Sinking Fund made from Bond proceeds and any investment earnings thereon retained in the Sinking Fund pursuant to this Resolution; and (2) the aggregate amount required to pay the principal becoming due on the Bonds for such Bond Year; provided, that for purposes of this definition, the stated maturity date of any Term Bonds shall be disregarded and the Amortization Installments applicable to such Term Bonds in such Bond Year shall be deemed to mature in such Bond Year.

"DTC" shall mean The Depository Trust Company.

"Federal Securities" means cash, direct non-callable obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, to which direct obligation or guarantee the full faith and credit of the United States of America has been pledged (including, but not limited to State and Local Government Securities), Refcorp interest strips, CATS, TIGRS, STRPS, defeased municipal bonds rated AAA by S&P or Aaa by Moody's (or any combination thereof) or direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank, certificates of beneficial ownership of the Farmers Home Administration, obligations of the Federal Financing Bank, participation certificates of the General Services Administration, Guaranteed Title XI financings of the U.S. Maritime Administration and project notes of the U.S. Department of Housing and Urban Development.

"Finance Director" shall mean the Finance Director of the City, or such other person as may be duly authorized by the City Manager to act on his or her behalf.

"Fiscal Year" shall mean the period commencing on October 1 of each year and ending on the succeeding September 30, or such other period as may be prescribed by law.

"Independent Certified Public Accountants" shall mean such firm of certified public accountants, not in the regular employ of the City, as shall be retained by the City for the purpose of auditing the books and records of the City and performing such other functions as are specified in this Resolution.

"Interest Payment Date" shall mean the semiannual or other periodic dates on which interest is payable on the Bonds.

"Letter of Representations" shall mean the Blanket Issuer Letter of Representations, from the City to DTC, providing for the issuance of certain obligations of the City (including the Series 2025 Bonds) in book-entry form through the facilities of DTC.

"Mayor" shall mean the Mayor or Vice Mayor of the City, or his or her designee.

"Moody's" means Moody's Investors Service Inc., its successors and assigns, and if such entity no longer performs the functions of a securities rating agency, "Moody's" shall refer to any other nationally recognized securities rating agency designated by the City.

"Ordinance" shall mean Ordinance No. 2024-07 enacted on May 21, 2024, as supplemented and amended by Resolution No. 24-20 of the City adopted June 4, 2024, and this Resolution, and as may from time to time be amended, modified or supplemented by supplemental ordinance or resolution.

"Paying Agent" shall mean the City or any bank or trust company department selected by the City to act as paying agent for the Bonds.

"Property Appraiser" shall mean the Property Appraiser for Volusia County, Florida.

"Project" means the acquisition, design, construction, renovation, expansion and improvement of public parks and recreational facilities and related infrastructure located in the City.

"Project Costs" shall mean, but shall not necessarily be limited to: the cost of the acquisition, construction, installation and equipping of the Project, and the construction and acquisition of additions, extensions and improvements thereto; the acquisitions of any lands or interests therein or any other properties deemed necessary or convenient therefor; engineering, accounting and legal fees and expenses; expenses for plans, specifications and surveys ; expenses for estimates of costs and of revenues; the fees of fiscal agents, financial advisors and consultants; administrative expenses; the capitalization of interest on the Series 2025 Bonds authorized hereby for a reasonable period of time after the date of issuance and delivery thereof; discount upon the sale of the Series 2025 Bonds; the expenses and costs of issuance of the Series 2025 Bonds; such other expenses as may be necessary or incidental to the financing authorized by this Resolution, or to the Project and to the placing of the same in operation; and reimbursement to the City for any sums expended for the foregoing purposes.

"Record Date" shall mean the fifteenth day of the month prior to an Interest Payment Date for the Bonds, or such other date as may be specified by subsequent resolution of the City Council.

"Registered Owner" or "Owner" shall mean any person who shall be the owner of any outstanding Bond or Bonds as shown on the registration books maintained by the Bond Registrar.

"Serial Bonds" shall mean any Bonds which are not subject to retirement by operation of the Amortization Account.

"Series 2025 Bonds" or "Bonds" shall mean the General Obligation Bonds, Series 2025, issued pursuant to the terms and conditions of the Act and this Resolution.

"State" shall mean the State of Florida.

"S&P" means S&P Global Ratings, its successors and assigns, and if such entity no longer performs the functions of a securities rating agency, "S&P" shall refer to any other nationally recognized securities rating agency designated by the City.

"Tax Collector" shall mean the Tax Collector for Volusia County, Florida.

"Term Bonds" shall mean the Bonds, all of which shall be stated to mature on one date and which shall be subject to retirement by operation of the Amortization Account.

SECTION 1.03. FINDINGS. It is hereby ascertained, determined, and declared as follows:

(A) It is necessary and the best interests of the health, safety and welfare of the City and its inhabitants that the City undertake the Project. The City is authorized pursuant to the Act to undertake the Project.

(B) The City deems it necessary and desirable and in the best interests of the City that it borrow the money necessary to accomplish the financing of the Project. The City is authorized pursuant to the provisions of the Act, to borrow moneys necessary to pay the cost of the Project.

(C) The issuance of the Series 2025 Bonds was approved by a majority of votes cast in a bond referendum held August 20, 2024 by the qualified electors of the City in substantial compliance with the requirements of the Constitution and Statutes of the State of Florida.

(D) The underwriter named in the Bond Purchase Agreement attached hereto as Exhibit "B", have offered to purchase up to $30,000,000 aggregate principal amount of the Bonds, upon the terms described in the Bond Purchase Agreement.

(E) The City has been advised by Southeastern Investment Securities, L.L.C., Financial Advisor to the City (hereinafter called the "Financial Advisor"), that, in order to obtain the best interest rates and prices in the current municipal bond market due to market conditions, extensive planning of the structure and the timing of the issuance of the Bonds by the Financial Advisor and by the underwriter is necessary.

(F) The City has been further advised by its Financial Advisor that it would have been impracticable for the Financial Advisor and the underwriter to engage in such planning within the time constraints and other uncertainties inherent in the competitive bidding process; and the Financial Advisor has advised the City that, to the best of its knowledge and belief, similar bond issues in the municipal bond market are usually negotiated.

(G) The City deems it in its best financial interest that the Bonds be sold at a negotiated sale pursuant to the attached Bond Purchase Agreement.

(H) It is necessary and beneficial to authorize the City Manager and the Finance Director, each acting alone or together upon the advice of the Financial Advisor, the City Attorney and Bond Counsel and within certain parameters, to fix the date, maturities, mandatory amortization installments, interest rates, redemption provisions and certain other details of the Bonds and to designate the Paying Agent and Bond Registrar for the Bonds, subject to certain restrictions set forth in this Resolution.

SECTION 1.04. RESOLUTION CONSTITUTES A CONTRACT. In consideration of the acceptance of the Bonds authorized to be issued hereunder by those who shall be the Registered Owners of the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the City and such Registered Owners; and the covenants and agreements herein

to be performed by the City shall be for the equal benefit, protection and security of the Registered Owners of any and all such Bonds, all of which shall be of equal rank and without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided therein or herein.

ARTICLE II

AUTHORIZATION OF PROJECT;
DESCRIPTION, DETAILS AND FORM OF BONDS

SECTION 2.01. AUTHORIZATION OF PROJECT. The Project is hereby authorized.

SECTION 2.02. AUTHORIZATION OF BONDS. Subject and pursuant to the provisions of this Resolution, obligations of the City to be known as "General Obligation Bonds, Series 2025," are hereby authorized to be issued in an aggregate principal amount on original issuance not to exceed Thirty Million Dollars ($30,000,000), for the purpose of financing Project Costs.

SECTION 2.03. DESCRIPTION OF BONDS. The Bonds shall be issued in fully registered form; shall be payable with respect to principal at the office of the Bond Registrar, as paying agent, or such other paying agent as shall be subsequently determined by the City Council; shall be payable in lawful money of the United States of America; and shall bear interest from their date, or from the most recent date to which interest has been paid, payable, by check or draft mailed to the Registered Owner at his address as it appears upon the books of the Bond Registrar as of 5:00 P.M. Eastern Time on the Record Date, provided, that for any Registered Owner of one million dollars ($1,000,000) or more in principal amount of Bonds, such interest payments shall, at the written request of such Registered Owner, be by wire transfer or other medium acceptable to the City and to such Registered Owner.

SECTION 2.04. DETAILS OF BONDS. (a) The Series 2025 Bonds shall be issued in denominations of $5,000 or any multiple thereof, or such other denominations as determined by the City Manager or the Finance Director. The Series 2025 Bonds shall be dated the date of issuance thereof and shall bear interest as provided in Section 2.03 hereof, unless otherwise determined by the City Manager or the Finance Director and set forth in the Bond Purchase Agreement. Interest on the Series 2025 Bonds shall be payable semiannually on such dates as determined by the City Manager or Finance Director and as set forth in the Bond Purchase Agreement. The Series 2025 Bonds shall mature on such date, in such year or years, but not later than 30 years after the date of issuance of the Series 2025 Bonds, shall bear interest at such fixed rate or rates and may be subject to mandatory redemption and optional redemption (subject to Section 2.04(b) below), all as determined by the City Manager or Finance Director and as set forth in the Bond Purchase Agreement; provided, however, that the Series 2025 Bonds shall be sold to the Underwriter at not less than ninety-eight percent (98%) (including the Underwriter's discount but excluding original issue discount or premium) of the original principal amount of the Series 2025 Bonds at an average net interest cost rate not to exceed the maximum interest rate permitted under Florida Statutes, Section 215.84, as amended. The Series 2025 Bonds shall be numbered consecutively from R-1 and upwards. Subject to the foregoing, the aggregate principal amount, maturities, interest rates and other terms of the Series 2025 Bonds shall be as approved and determined by the City Manager or the Finance Director and set forth in the Bond Purchase Agreement, with the execution and delivery of the Bond Purchase Agreement by the Mayor and the attestation thereof by the City Clerk being conclusive evidence of the City's approval of the final details of the Series 2025 Bonds. The Series 2025 Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto. The execution and delivery of the Series 2025 Bonds substantially in the form mentioned above is hereby authorized,

and the execution of the Series 2025 Bonds for and on behalf of the City, with a facsimile or manual signature, by the Mayor with the official seal of the City impressed, imprinted or otherwise applied thereon and attested, with a facsimile or manual signature, by the City Clerk, and hereby authorized and shall be conclusive evidence of any such approval.

(b) The Series 2025 Bonds shall be subject to redemption prior to maturity at the option of the City, in whole or in part at any time, at such times, and at the redemption prices, as approved and determined by the City Manager, as set forth in the Bond Purchase Agreement; provided, however, any redemption premium on the Series 2025 Bonds shall not exceed one percent (1%) and the Series 2025 Bonds shall be subject to optional redemption not later than January 1, 2036. The execution, attestation, seal and delivery of the Bond Purchase Agreement by the Mayor and the City Clerk shall be conclusive evidence of the City's approval of the optional redemption provisions contained therein relating to the Series 2025 Bonds.

(c) The Series 2025 Bonds consisting of Term Bonds, if any, shall be subject to mandatory redemption prior to maturity to the extent of the Amortization Installments therefor at the principal amount of such Series 2025 Bonds to be redeemed, plus accrued interest to the date fixed for redemption, but without premium, for which there is an Amortization Requirement due on such Series 2025 Bonds. The Amortization Installments and redemption date or dates for the Series 2025 Bonds consisting of Term Bonds shall be as approved and determined by the City Manager or the Finance Director, all as set forth in the Bond Purchase Agreement. The execution and delivery of the Bond Purchase Agreement by the Mayor and the City Clerk shall be conclusive evidence of the City's approval of the mandatory sinking fund redemption provisions contained therein relating to the Series 2025 Bonds.

SECTION 2.05. EXECUTION AND AUTHENTICATION OF BONDS. The Bonds shall be executed in the name of the City by the Mayor and countersigned and attested by the City Clerk, and the corporate seal of the City or facsimile thereof shall be imprinted, affixed or otherwise reproduced on the Bonds. The signatures of the Mayor and the City Clerk may be manual or facsimile signatures imprinted or reproduced on the Bonds.

There shall be a Certificate of Authentication of the Bond Registrar on the Bonds, and no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under the provisions of this Resolution unless such certificate shall have been duly executed on such Bond. The authorized signature for the Bond Registrar shall be either manual or in facsimile; provided, however, that at least one of the above signatures, including that of the authorized signature for the Bond Registrar, appearing on the Bonds shall be a manual signature.

In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer of the City before the Bonds so signed and sealed shall have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the City by such person as at the actual time of the execution of such Bond shall hold the proper office in the City, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

SECTION 2.06. NEGOTIABILITY AND REGISTRATION. The Bonds shall be and have all the qualities and incidents of negotiable instruments under the Uniform Commercial Code - Investment Securities laws of the State of Florida, and each successive Registered Owner, in accepting any of the Bonds shall be conclusively deemed to have agreed that the Bonds shall be and have all of the qualities and incidents of such negotiable instruments.

The Bond Registrar shall be responsible for maintaining the books for the registration of the transfer and exchange of the Bonds. The City and the Bond Registrar may treat the Registered Owner of any Bond as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue, and shall not be bound by any notice to the contrary.

All Bonds presented for transfer, exchange, redemption or payment (if so required by the City or the Bond Registrar) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the City or the Bond Registrar, duly executed by the Registered Owner or by his duly authorized attorney.

The Bond Registrar may charge the Registered Owner a sum sufficient to reimburse it for any expenses incurred in making any exchange or transfer after the first such exchange or transfer following the initial delivery of the Bonds. The Bond Registrar or the City may also require payment from the Registered Owner or his transferee, as the case may be, of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto. Such charges and expenses shall be paid before any such new Bonds shall be delivered.

The City and the Bond Registrar shall not be required (a) to transfer or exchange any Bonds during a period beginning at the opening of business on the 15th day next preceding either any Interest Payment Date or any date of selection of Bonds or parts thereof to be redeemed, and ending at the close of business on the Interest Payment Date or day on which the applicable notice of redemption is given; or (b) to transfer or exchange any Bonds selected, called or being called for redemption in whole or in part.

New Bonds delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Bonds surrendered, shall be secured by this Resolution and shall be entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered.

The City may elect to use a book-entry or immobilization system for issuance and registration of the Bonds, and the details of any such system shall be as fixed by subsequent resolution of the City Council adopted prior to the time of issuance of the Bonds for which such system is established.

Whenever any Bond shall be delivered to the Bond Registrar for cancellation, upon payment of the principal amount thereof, or for replacement, transfer or exchange, such Bond shall be cancelled and destroyed by the Bond Registrar, as authorized by law, and counterparts of a certificate of destruction evidencing such destruction shall be furnished to the City.

SECTION 2.07. BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Bond Registrar may in its discretion issue and deliver a new Bond, of like tenor as the Bond, so mutilated, destroyed, stolen or lost, either in exchange and substitution for such mutilated Bond upon surrender and

cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, upon the Registered Owner furnishing the Bond Registrar and the City proof of his ownership thereof and indemnity in favor of both the City and the Bond Registrar, satisfactory to the City, and upon compliance with such other reasonable regulations and conditions as the Bond Registrar and City may prescribe, and paying (in advance if so required by the City or the Bond Registrar) such expenses as the City and the Bond Registrar may incur. All Bonds so surrendered shall be cancelled. If any such Bond shall have been matured or be about to mature, instead of issuing a substitute Bond, the Bond Registrar may pay the same, upon compliance with the foregoing conditions and requirements.

Any such duplicate Bonds issued pursuant to this section shall constitute original, additional contractual obligations on the part of the City, whether or not any lost, stolen or destroyed Bonds are found; and shall be entitled to equal and proportionate benefits and rights with all other Bonds issued hereunder.

SECTION 2.08. TEMPORARY BONDS. Until Bonds in definitive form of any series are ready for delivery, the City may execute, and the Bond Registrar shall authenticate and deliver in lieu thereof, one or more printed, lithographed or typewritten Bonds in temporary form, substantially of the tenor of the Bonds previously described and with appropriate omissions, variations and insertions. The Bonds in temporary form will be in such principal denominations as the City shall determine.

Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefits of this Resolution. The City shall, without unreasonable delay, prepare, execute and deliver to the Bond Registrar and thereupon, upon the presentation and surrender of the Bonds in temporary form to the Bond Registrar, the Bond Registrar shall authenticate and deliver, in exchange therefor, Bonds of the same maturity, in definitive form in the authorized denominations, and for the same aggregate principal amount, as the Bonds in temporary form surrendered. The expense of such exchange shall be paid by the City and there shall be made no charge therefor to any Registered Owner.

SECTION 2.09. PROVISIONS FOR REDEMPTION. Not more than sixty (60) days or less than thirty (30) days prior to the redemption date, notice of such redemption shall be filed with the Bond Registrar and shall be mailed, postage prepaid, by the Bond Registrar to all Registered Owners of Bonds to be redeemed at their addresses as they appear of record on the books of the Bond Registrar as of forty-five (45) days prior to the date of redemption. The privilege of transfer or exchange of any of the Bonds so called for redemption is suspended for a period commencing 15 days preceding the mailing of the notice of redemption and ending on the date fixed for redemption.

Such notice shall be dated and shall state (a) the redemption date, (b) the redemption price, (c) the identification and respective principal amount of Bonds to be redeemed, if less than all Bonds are to be redeemed, (d) the place where the Bonds are to be surrendered for payment of the redemption price and (e) that on the redemption date (i) the redemption price will become due and payable under any Bond or portion thereof called for redemption and (ii) interest on each such Bond shall cease to accrue from and after such date. Such notice of any redemption shall either (i) explicitly state that the proposed redemption is conditioned on there being on deposit in the

applicable fund or account on the redemption date sufficient money to pay the full redemption price of the Bonds to be redeemed, or (ii) be sent only if sufficient money to pay the full redemption price of the Bonds to be redeemed is on deposit in the applicable fund or accounts.

In addition to the foregoing notice, further notice shall be given as set out below, but no defect in any such notice nor any failure to give all or any portion of any notice shall in any manner defeat the effectiveness of a call for redemption with respect to a Registered Owner as to which notice is given as prescribed above.

Each further notice of redemption shall contain the information required above for an official notice of redemption plus: (i) the date of original execution and delivery of the Bonds being redeemed; (ii) the rate of interest borne by each Bond being redeemed; (iii) the maturity date of each Bond being redeemed; and (iv) any other descriptive information needed to identify accurately the Bonds being redeemed.

On the date designated for redemption, notice having been mailed and moneys for payment of the redemption price having been deposited with the Paying Agent for the account of the Registered Owner of a Bond or portion thereof to be redeemed, all as provided in this Resolution, interest on such Bond or portion thereof shall cease to accrue, such Bond or portion thereof shall cease to be entitled to any lien, benefit or security under this Resolution, and the Registered Owner of such Bond or portion thereof shall have no rights with respect thereto except to receive the redemption price from the account established therefor.

SECTION 2.10. DTC BOOK-ENTRY REGISTRATION. The Series 2025 Bonds shall be issued in book-entry only form. The City is authorized to enter into the Letter of Representations in the form required by the securities depository, and make such other provisions and perform such further acts as are necessary to provide for the issuance of the Series 2025 Bonds in book-entry only form. The Series 2025 Bonds shall be registered to Cede & Co., as nominee for The Depository Trust Company ("DTC"). All payments for the principal of and interest on the Series 2025 Bonds shall be paid in lawful money of the United States of America, by check, draft or wire transfer to DTC.

To the extent permitted by the provisions of the Letter of Representations referred to above, the City shall issue Series 2025 Bonds directly to beneficial owners of Series 2025 Bonds other than DTC, or its nominee, in the event that:

(i) DTC determines not to continue to act as the securities depository for the Series 2025 Bonds; or

(ii) The City has advised DTC of its determination that DTC is incapable of discharging its duties; or

(iii) The City Council determines that it is in the best interest of the City not to continue the book-entry system or that the interests of the beneficial owners of the Series 2025 Bonds might be adversely affected if the book-entry system is continued.

Upon occurrence of either of the events described in (i) or (ii) above, the City shall attempt to locate another qualified securities depository and shall make reasonable attempt to notify Holders of

the Series 2025 Bonds through DTC. If the City fails to locate another qualified securities depository to replace DTC, the City shall authenticate and deliver replacement Series 2025 Bonds in certificate form.

In the event the City makes the determination noted in either (ii) or (iii) above (provided that the City undertakes no obligation to make any investigation to determine the occurrence of any events that would provide justification for the City to make any such determination) or if the City fails to locate another qualified securities depository to replace DTC upon occurrence of either of the events described in (i) or (ii) above, the City shall mail a notice to DTC for distribution to the beneficial owners of the Series 2025 Bonds stating that DTC will no longer serve as securities depository, whether a new securities depository will or can be appointed, the procedures for obtaining authenticated replacement Series 2025 Bonds and the provisions which govern the Series 2025 Bonds including, but not limited to, provisions regarding authorized denominations, transfer and exchange, principal and interest payment and other related matters.

SECTION 2.11. FORM OF BONDS. The text of the Bonds shall be in substantially the form of Exhibit "A" hereto, with such omissions, insertions and variations as may be necessary and desirable, and as may be authorized or permitted by this Resolution or by subsequent resolution adopted prior to the issuance thereof.

ARTICLE III

PLEDGE OF AD VALOREM TAXES;
MAINTENANCE OF SINKING FUND

SECTION 3.01. PLEDGE OF FULL FAITH AND CREDIT TO SECURE PAYMENT OF BONDS. The payment of the principal of and interest on the Bonds shall be secured forthwith equally and ratably by a pledge of the full faith, credit and taxing power of the City.

SECTION 3.02. LEVY OF AD VALOREM TAXES. The City covenants to levy and collect, in each Bond Year while any of the principal of and interest on the Bonds is outstanding, Ad Valorem Taxes sufficient to pay the Debt Service Requirement on the Bonds for such Bond Year. Such taxes shall be assessed, levied and collected in the same manner and at the same time as other City taxes are assessed, levied and collected. The Ad Valorem Taxes, in an amount sufficient to pay the principal of and interest on the Bonds and to make the payments into the Sinking Fund and as otherwise specified in this Resolution are hereby irrevocably pledged to the payment of the principal of and interest on the Bonds as the same become due; provided, that such pledge and lien may be released and extinguished by defeasance as provided in Section 7.02 hereof.

SECTION 3.03. APPLICATION OF AD VALOREM TAXES. For as long as any of the principal of and interest on any of the Bonds shall be outstanding and unpaid or until (a) there shall have been set apart in the Sinking Fund, herein established, including the Amortization Account, a sum sufficient to pay when due the entire principal of the Bonds remaining unpaid, together with the redemption premium, if any, with respect thereto, and the interest accrued or to accrue thereon; or (b) provision for payment of the Bonds shall have been made in accordance with the terms of this Resolution and the Bonds shall have been defeased, the City covenants with the Registered Owners of any and all Bonds as follows:

(A) CREATION OF SINKING FUND AND AMORTIZATION ACCOUNT. There are hereby created and established the following fund and account: the Series 2025 General Obligation Sinking Fund, hereinafter called the "Sinking Fund", together with the account therein to be known as the "Amortization Account" (together with any subaccounts therein).

(B) MAINTENANCE OF SINKING FUND AND AMORTIZATION ACCOUNT. The Sinking Fund and Amortization Account shall constitute trust funds for the purposes provided herein and shall be maintained on the books of the City as separate and distinct from all other funds and accounts of the City, and in the manner provided in this Resolution. All money in such Sinking Fund and Amortization Account shall be continuously secured in the same manner as deposits of City funds are required to be secured by the laws of the State.

The designation and establishment of the various funds and accounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds or accounts, as such terms are commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of revenues for certain purposes and to establish certain priorities for application of such revenues as provided herein. Cash and investments required to be accounted for in each of the funds and accounts established

by this Resolution may be deposited in a single bank account; provided, that standard accounting records are maintained to reflect control or restricted allocation of the money therein for the various purposes of such funds and accounts.

Separate accounts may be maintained for different installments of Bonds and identified by the appropriate designation, and deposits into the accounts for each installment of Bonds shall be on a parity with the deposits, if any, into the corresponding accounts for each other installment of Bonds (or, in the case of a deficiency, shall be on a pro rata basis computed with regard to the aggregate principal amount of Bonds of each installment then outstanding and unpaid).

(C) APPLICATION OF AD VALOREM TAXES. All Ad Valorem Taxes shall, immediately upon receipt thereof, be deposited by the City into the Sinking Fund. Any money at any time on deposit in the Sinking Fund shall be expended only to pay the Debt Service Requirement on the Bonds during the current Bond Year.

The foregoing provisions notwithstanding, no further deposits shall be required to be made into the foregoing funds and accounts whenever there shall be on deposit in the Sinking Fund, including the Amortization Account therein, an amount of money and Authorized Investments equal to all principal and interest due on the Bonds to the final maturity thereof.

(D) INVESTMENT OF MONEY IN FUNDS AND ACCOUNTS. All money on deposit in the funds and accounts created by this Article may be invested and reinvested in Authorized Investments; provided, however, that such investments shall mature not later than the respective dates when such money will be required for the purposes of such funds and accounts. To the extent not required to make "rebates" pursuant to Section 148 of the Code, all income from such investments shall upon receipt be deposited into the Sinking Fund.

(E) OPERATION OF AMORTIZATION ACCOUNT. Money held in the Amortization Account shall be applied to the redemption or open market purchase (at not exceeding the price of par and accrued interest) of Term Bonds in accordance with the mandatory redemption provisions and/or the schedule of Amortization Installments for such Term Bonds. Amortization Installments for any Term Bonds shall be reduced in order of due date to the extent that such Term Bonds are purchased in the open market. The City shall pay from the Sinking Fund all expenses in connection with such purchase or redemption.

(F) UNCLAIMED MONEYS. Any money held by the Bond Registrar for the payment of principal of, redemption premium, if any, and interest on the Bonds and remaining unclaimed for a period of 5 years from the date on which such money was due to pay maturing principal of, redemption premium, if any, or interest on such Bonds, may be withdrawn by the City from the appropriate account of the Bond Registrar and used for any lawful purpose; provided, that such withdrawal shall not give rise to any claim for additional interest due on such Bonds on account of payment thereof not having been duly provided for under the terms of this Resolution; and that such withdrawal shall not affect the right, to the extent existing under the provisions of this Resolution or of the laws of the State, of the Registered Owner of such Bonds to payment of the principal and interest thereon to the Interest Payment Date with respect to which such money was originally deposited.

ARTICLE IV

APPLICATION OF SERIES 2025 BONDS PROCEEDS

SECTION 4.01. APPLICATION OF SERIES 2025 BONDS PROCEEDS. All money received from the sale of any or all of the Series 2025 Bonds shall be disbursed as follows:

(A) The City shall pay the costs of issuance of the Series 2025 Bonds.

(B) The balance of such 2025 Bonds shall be deposited with a bank or trust company, in a special fund hereby created to be known as the "General Obligation Bonds, Series 2025, Project Fund" (hereinafter referred to as the "Project Fund"), under the management and control of the City, to be used to pay Project Costs.

(C) Any proceeds from the Series 2025 Bonds not required for the purposes set forth above shall be deposited into the Sinking Fund and used to pay interest on the Series 2025 Bonds on the next succeeding interest payment date.

The money on deposit in the Project Fund shall be withdrawn, used and applied by the City solely for the payment of the Project Costs and purposes incidental thereto. All expenditures or disbursements from the Project Fund shall be made only after such expenditures or disbursements shall have been approved in writing by the City Manager or the City Manager's designee.

All funds on deposit in the Project Fund, which in the opinion of the City, are not immediately necessary for expenditure, as hereinabove provided, may be invested in Authorized Investments maturing at such time or times as such moneys will be needed for the purposes of the Project Fund. To the extent not required to make "rebates" pursuant to Section 148 of the Code, all income derived from such investments shall be retained in the Project Fund and used to pay the Project Costs.

If, for any reason, the money on deposit in the Project Fund, or any part thereof, is not necessary for or are not applied to the payment of Project Costs, then the unapplied proceeds shall be used by the City (i) first, for deposit into the Sinking Fund to the extent of any deficiency therein, and (ii) thereafter, to redeem or retire Bonds on the next available date.

ARTICLE V

AUTHORIZING NEGOTIATED SALE OF SERIES 2025 BONDS; DELEGATED AWARD

SECTION 5.01. NEGOTIATED SALE OF BONDS. The City Council in compliance with Section 218.385(1)(a), Florida Statutes, as amended, hereby finds, determines and declares that, upon the advice of its Financial Advisor, as set forth in the preambles hereto, a negotiated sale of the Series 2025 Bonds is in its best interest.

SECTION 5.02. STATUTORY DISCLOSURE STATEMENT. A completed disclosure statement required by Section 218.385(6), Florida Statutes, in substantially the form attached to the Bond Purchase Agreement shall be filed with the City prior to the award of the Series 2025 Bonds pursuant to this Resolution.

SECTION 5.03. APPROVAL OF BOND PURCHASE AGREEMENT; DELEGATED AWARD. The City hereby approves the Bond Purchase Agreement in substantially the form presented at this meeting and attached hereto as Exhibit "B" (the "Bond Purchase Agreement"). The City hereby approves the negotiated sale of the Series 2025 Bonds to Hilltop Securities, Inc. (the "Underwriter") upon the terms and conditions set forth herein and in the Bond Purchase Agreement. The City hereby authorizes and directs the City Manager and Finance Director to determine the final provisions of the Bond Purchase Agreement (within the parameters for the Series 2025 Bonds set forth in Section 2.04 of this Resolution), to determine the costs of issuance for the Series 2025 Bonds, and to make such changes, insertions, modifications and omissions and fill in such blanks as the City Manager or Finance Director may deem necessary, reasonable or appropriate to evidence the final terms of the Series 2025 Bonds.

Upon compliance by the Underwriter with the requirements of Section 218.385(6) and Section 287.133, Florida Statutes, the Mayor is hereby authorized and directed to execute, and the City Clerk to attest to, seal and deliver such final Bond Purchase Agreement. The execution, attestation and delivery of the Bond Purchase Agreement by the Mayor, and the attestation thereof by the City Clerk, shall be conclusive evidence of the City's approval of any such determinations, changes, modifications, insertions, omissions or filling in of blanks.

ARTICLE VI

PREPARATION OF OFFICIAL STATEMENT; CONTINUING DISCLOSURE

SECTION 6.01. PREPARATION OF PRELIMINARY AND FINAL OFFICIAL STATEMENTS. The City hereby approves the Preliminary Official Statement in substantially the form attached hereto as Exhibit "C" (the "Preliminary Official Statement") and authorizes and ratifies its use and distribution in marketing the Series 2025 Bonds. The City Manager and the Finance Director are each hereby authorized (i) to make additional changes, insertions, modifications and omissions and fill in such blanks in the Preliminary Official Statement as the City Manager or Finance Director may deem necessary, reasonable or appropriate, and (ii) to execute and deliver a certificate deeming such Preliminary Official Statement "final" within the contemplation of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. The distribution of the final Official Statement relating to the Bonds (as it may be amended and supplemented from time to time, the "Official Statement") is hereby authorized, and the execution of such Official Statement by the Mayor and the City Manager or the Finance Director is hereby authorized. The City Manager and the Finance Director are each further authorized to produce, use and distribute, or to authorize the production, use and distribution of, any supplement to the Preliminary Official Statement as they deem necessary or appropriate in connection with the marketing of the Series 2025 Bonds, and the City Manager and the Finance Director are each authorized to produce, use and distribution a final Official Statement and any supplements thereto in connection with the original issuance of the Series 2025 Bonds as may, in their judgment, be necessary or appropriate.

SECTION 6.02. CONTINUING DISCLOSURE. For the benefit of the holders and beneficial owners from time to time of the Series 2025 Bonds, the City agrees, in accordance with and as the only obligated person with respect to the Series 2025 Bonds under the Rule, to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner, as may be required for purposes of paragraph (b)(5) of the Rule. In order to describe and specify certain terms of the City's continuing disclosure agreement, including provisions for enforcement, amendment and termination, the City Manager and the Finance Director are each hereby authorized and directed to sign and deliver, in the name and on behalf of the City, a Continuing Disclosure Certificate, substantially in the form attached hereto as Exhibit "D" (the "Continuing Disclosure Certificate"), with such changes, insertions and omissions and such filling in of blanks therein as may be approved by the City Manager or the Finance Director, upon the recommendation of the City's disclosure counsel and Bond Counsel. The execution of the Continuing Disclosure Certificate, for and on behalf of the City by the City Manager or the Finance Director, shall be deemed conclusive evidence of the City's approval of the Continuing Disclosure Certificate. The agreement formed, collectively, by this paragraph and the Continuing Disclosure Certificate, shall be the City's continuing disclosure agreement for purposes of the Rule, and its performance shall be subject to the availability of funds to meet costs the City would be required to incur to perform it. Notwithstanding any other provisions of this Resolution, any failure by the City to comply with any provisions of the Continuing Disclosure Certificate or this Section 6.02 shall not constitute a default under this Resolution and the remedies therefor shall be solely as provided in the Continuing Disclosure Certificate. The City hereby approves DAC Bond to serve as its initial dissemination agent.

The Finance Director is further authorized and directed to establish, or cause to be established, procedures in order to ensure compliance by the City with the Continuing Disclosure Certificate, including the timely provision of information and notices. Prior to making any filing in accordance with such agreement, the Finance Director shall consult with, as appropriate, the City Attorney, the Bond Counsel or the City's disclosure counsel. The Finance Director, acting in the name and on behalf of the City, shall be entitled to rely upon any legal advice provided by the city attorney, the City's bond counsel or the City's disclosure counsel in determining whether a filing should be made.

SECTION 6.03. EXECUTION AND DELIVERY OF BONDS AND OTHER NECESSARY DOCUMENTS. The Mayor and the City Clerk be and they are hereby authorized and directed to execute the Series 2025 Bonds when prepared and deliver same to or on behalf of the underwriters upon payment of the purchase price pursuant to the conditions stated in the Bond Purchase Agreement. The Mayor, the City Clerk, the City Manager, the Finance Director and the City Attorney are each designated agents of the City in connection with the issuance and delivery of the Series 2025 Bonds and are authorized and empowered, collectively or individually, to take all action and steps to execute and deliver any and all instruments, contracts, certificates, and other documents on behalf of the City which are necessary or desirable in connection with the issuance, execution and delivery of the Series 2025 Bonds, in such form and with such changes as are not inconsistent with the terms and provisions of this resolution, the Bond Purchase Agreement executed pursuant to Section 5.03 hereof, and other actions related to the Series 2025 Bonds heretofore taken by the City Council.

ARTICLE VII

MISCELLANEOUS PROVISIONS

SECTION 7.01. VALIDATION WAIVED. Validation proceedings in the Circuit Court for Volusia County, Florida, pursuant to the provisions of Chapter 75, Florida Statutes, for validation of the Series 2025 Bonds are not to be instituted in order to allow for a prompt closing and delivery of the Series 2025 Bonds.

SECTION 7.02. DEFEASANCE. Notwithstanding the foregoing provisions of this Resolution, if, at any time, the City shall have paid, or shall have made provision for payment of, the principal, interest and redemption premiums, if any, with respect to any Bonds, or portions thereof, then, and in that event, the pledge and lien created hereunder in favor of the Registered Owners of such Bonds or portions thereof, shall be no longer in effect. For purposes of the preceding sentence, "provision for payment" shall mean to irrevocably deposit in trust with a banking institution or trust company, for the sole benefit of the applicable Registered Owners, either (i) moneys in an amount which shall be sufficient, or (ii) Federal Securities the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with such banking institution or trust company at the same time which shall in the aggregate amount be sufficient, to make timely payment of the principal, interest and redemption premiums, if any, on such outstanding Bonds or portions thereof, designated to be defeased. Nothing herein shall be deemed to require the City to call any of the Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the City in determining whether to exercise any such option for early redemption.

SECTION 7.03. NO RECOURSE. No recourse shall be had for the payment of the principal of, redemption premium, if any, and interest on the Bonds, or for any claim based thereon or on this Resolution, against any present or former member or officer of the City Council or any person executing the Bonds.

SECTION 7.04. MODIFICATION OR AMENDMENT. No adverse material modification or amendment of this Resolution or of any ordinance or resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Registered Owners of greater than fifty percent (50.0%) in principal amount of all the Bonds then outstanding so affected by such modification or amendment; provided, however, that no modification or amendment shall permit a change in the maturity of such Bonds, a reduction in the rate of interest thereon, or a reduction in the amount of the principal obligation represented thereby; nor shall any modification or amendment either affect the unconditional promise of the City to pay the principal of and interest on the Bonds, as the same shall become due, as provided herein, or reduce the percentage of Registered Owners of Bonds above required to consent to such modifications or amendments, without the consent of the Registered Owners of all such Bonds; provided, further, however, that no such modification or amendment shall allow or permit any acceleration of the payment of principal of or interest on the Bonds upon any default in the payment thereof, whether or not the Registered Owners of the Bonds consent thereto.

The City Council, from time to time and at any time and without the consent or concurrence of any Registered Owners of any Bonds, may adopt an ordinance or a resolution amendatory hereof

or supplemental hereto, if the provisions of such supplemental resolution shall not adversely affect the rights of the Registered Owners of the Bonds then outstanding, for any one or more of the following purposes:

(1) to make any changes or corrections in this Resolution which the City shall have been advised by counsel are required for the purpose of curing or correcting any ambiguity or defect, or inconsistent provision or omission or mistake or manifest error contained herein, or to insert in this Resolution such provisions clarifying matters or questions arising hereunder as are necessary or desirable;

(2) to add additional covenants and agreements of the City for the purpose of further securing the payment of the Bonds;

(3) to surrender any right, power or privilege reserved to or conferred upon the City by the terms hereof;

(4) to confirm by further assurance any lien, pledge or charge created or to be created by the provisions hereof;

(5) to grant to or confer upon the Registered Owners any additional right, remedies, powers, authority or security that lawfully may be granted to or conferred upon them;

(6) to assure compliance with the Code;

(7) to provide such changes which, in the opinion of the City, based upon such certificates and opinions of the Independent Certified Public Accountant, Bond Counsel, financial advisors or other appropriate advisors as the City may deem necessary or appropriate, will not materially adversely affect the security of the Registered Owners, including, but not limited to, such changes as may be necessary in order to adjust the terms hereof so as to facilitate the issuance of other types of obligations, including, but not limited to, bonds, notes, certificates, warrants or other evidences of indebtedness, which bear interest at a variable rate;

(8) to modify any of the provisions of this Resolution in any other respects, provided that such modification shall not be effective (a) with respect to the Bonds outstanding at the time such amendatory or supplemental resolution is adopted or (b) shall not be effective (i) until the Bonds outstanding at the time such amendatory or supplemental resolution is adopted shall cease to be outstanding, or (ii) until the Registered Owners thereof consent thereto.

SECTION 7.05. BOND REGISTRAR AND PAYING AGENT. The Bank of New York Mellon Trust Company, N.A. is hereby designated Paying Agent and Bond Registrar for the Series 2025 Bonds.

SECTION 7.06. APPROVAL OF PAYMENT OF COSTS OF ISSUANCE. The payment of the costs of issuance of the Series 2025 Bonds as determined by the City Manager and the Finance Director and set forth in the Bond Purchase Agreement is hereby approved.

SECTION 7.07. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution should be held to be contrary to any

express provision of law or to be contrary to the policy of express law, though not expressly prohibited, or to be against public policy, or should for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of, and in no way affect the validity of, all the other provisions of this Resolution or of the Bonds.

SECTION 7.08. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY PASSED AND ADOPTED at a regular meeting this ___ day of _____, 2025.

(SEAL)

By: _____
Scott Stiltner, Mayor

By: _____
Robin Fenwick, MMC, City Clerk

APPENDICES:
"A" - Bond Form
"B" - Form of Bond Purchase Agreement
"C" - Form of Preliminary Official Statement
"D" - Form of Continuing Disclosure Certificate

EXHIBIT "A"

No. R-__ $_____

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF PORT ORANGE, FLORIDA
GENERAL OBLIGATION BONDS, SERIES 2025

INTEREST RATE	MATURITY DATE	DATE OF ISSUANCE	CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL MEN BY THESE PRESENTS, that City of Port Orange, Florida (the "City"), for value received, hereby promises to pay to the Registered Owner designated above, or registered assigns, on the Maturity Date specified above, the Principal Amount shown above, upon presentation and surrender hereof at the designated corporate trust office of THE BANK OF NEW YORK TRUST COMPANY, N.A., as bond registrar and paying agent (collectively, the "Bond Registrar"), and to pay interest thereon from the date of this Bond or from the most recent interest payment date to which interest has been paid, whichever is applicable, until payment of such amount, at the rate per annum set forth above, until payment of the Principal Amount, such interest to the maturity hereof being payable on July 1, 2025, and semiannually thereafter on April 1 and October 1 of each year by check or draft mailed to the Registered Owner at his address as it appears, at 5:00 P.M. Eastern Time on the fifteenth day of the month preceding the applicable interest payment date, on the registration books of the City kept by the Bond Registrar; provided, that for any Registered Owner of one million dollars ($1,000,000) or more in principal amount of Bonds, such interest payment shall, at the written request of such Registered Owner be by wire transfer or other medium acceptable to the City and to such Registered Owner. The principal of, redemption premium, if any, and interest on this Bond are payable in lawful money of the United States of America.

This Bond is secured by a pledge of the full faith, credit and taxing power of the City. In the Resolution described below, the City has covenanted that it will, in each year while any principal of or interest on the Bonds is outstanding, levy and collect a direct annual tax, without limit as to rate or amount, on all taxable property within its boundaries, sufficient to pay the principal of and interest on the Bonds coming due in such year (the "Ad Valorem Taxes").

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND APPEARING ON THE REVERSE SIDE HEREOF AND SUCH FURTHER PROVISIONS SHALL HAVE THE SAME FORCE AND EFFECT AS IF SET FORTH ON THE FACE HEREOF.

It is hereby certified and recited that all conditions, things and acts required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened

and have been performed in regular and due form and time in substantial compliance with the Constitution and Statutes of the State of Florida applicable thereto; that the issuance of this Bond, and of the issue of Bonds of which this Bond is one, does not violate any constitutional or statutory limitation; that the issue of bonds of which this Bond is one has been approved at a referendum held in accordance with the Constitution and Statutes of the State of Florida on August 20, 2024; that the total indebtedness of the City, including the issue of bonds of which this Bond is one, does not exceed any constitutional or statutory limitation; and that provision has made for the levy and collection of a direct annual tax, without limitation as to rate or amount, upon all taxable property within the City sufficient to pay the principal of and interest on this Bond as the same shall become due, which tax shall be levied and collected at the same time and in the same manner as Ad Valorem Taxes are assessed, levied and collected.

This Bond is one of an authorized issue of Bonds issued to finance the acquisition and construction of public park and recreational facilities and other capital projects, under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, including particularly Chapter 166, Florida Statutes, Ordinance No. 2024-07 enacted on May 21, 2024, as amended by Resolution No. 24-20 adopted on June 4, 2024, a referendum election held in the City on August 20, 2024, and a Resolution duly adopted by the City Council of the City on [_____ ___, 2025], as supplemented (collectively, the "Resolution"), and is subject to all the terms and conditions of the Resolution. Capitalized terms used herein shall have the meaning specified in the Resolution.

The City has entered into certain covenants with the Registered Owners of the Bonds of this issue, for the terms of which reference is made to the Resolution. In particular, the City has in the Resolution reserved the right to defease the lien of the Registered Owners of the Bonds of this issue upon the Ad Valorem Taxes, upon making provision for payment of the Bonds as provided in the Resolution.

Principal amounts of the Bonds or portions thereof maturing [_____] 1, ___, to be selected by lot, which shall be equal to the following mandatory amortization installments:

Year	Amount	Year	Amount
	$		$

shall be redeemed on [_____] 1 in such years prior to their maturity (except the installment maturing in the year ___) by operation of the Amortization Account, at the price of the principal amount thereof plus accrued interest to the date of prior redemption, or be purchased in the open market at a price not to exceed such redemption price.

The Bonds or portions thereof maturing in the years __ to ___, both inclusive, are not subject to redemption prior to their stated dates of maturity. The Bonds or portions thereof maturing in the year __ and thereafter shall, at the option of the City, be redeemable prior to their stated dates of maturity, in whole at any time on or after ___ 1, __, or in part, in such manner determined by the City, on ___ 1, ___, or on any ___1 or _____ 1 thereafter, at a price of the principal amount or

accreted value thereof, as applicable, on the applicable redemption date, plus the following premiums expressed as percentages of the principal amount or accreted value thereof, as applicable, on such redemption date, if redeemed at the following times:

Redemption Period (both dates inclusive)	Premium

Notice of such redemption shall be given in the manner and to the extent provided in the Resolution.

This Bond may be transferred only upon the books of the City kept by the Bond Registrar upon surrender thereof at the designated office of the Bond Registrar with an assignment duly executed by the Registered Owner or his duly authorized attorney, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Resolution, and upon surrender and cancellation of this Bond. Upon any such transfer, there shall be executed in the name of the transferee, and the Bond Registrar shall deliver, a new registered Bond or Bonds of authorized denominations and in the same aggregate principal amount, series, maturity and interest rate as this Bond.

In like manner, subject to such conditions and upon the payment of such charges, if any, the Registered Owner of this Bond may surrender the same (together with a written authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or his duly authorized attorney) in exchange for an equal aggregate principal amount of fully registered Bonds in authorized denominations of the same series, maturity and interest rate as this Bond.

This Bond is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code-Investment Securities laws of the State of Florida; and the Registered Owner shall be conclusively deemed by his acceptance hereof to have agreed that this Bond shall be and have all the qualities and incidents of negotiable instruments under such laws of the State of Florida.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

IN WITNESS WHEREOF, City of Port Orange, Florida, has issued this Bond and has caused the same to be executed by its [Vice] Mayor, either manually or with his facsimile signature, and the corporate seal of the City or a facsimile thereof to be affixed hereto or imprinted or reproduced hereon and attested by the manual or facsimile signature of the City Clerk, all as of the _____ day of _____, 20___.

(SEAL) THE CITY OF PORT ORANGE, FLORIDA

ATTEST: By: _____
[Vice] Mayor

By: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Bond Registrar

By: _____
Authorized Signature

Date of Authentication: _____

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM as tenants in common

TEN ENT as tenant by the entireties

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANS MIN ACT - _____ Custodian _____ under Uniform Transfers to Minors Act _____ (State)

Additional abbreviations may also be used
though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Series 2023 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney to transfer the said Series 2023 Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date:_____

Social Security Number of Employer
Identification Number of Transferee: _____

Signature guaranteed:

_____

NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Bond in every particular without alteration or any change whatever.

By:_____
Authorized Signatory

(Signature must be guaranteed by a broker or other financial institution which is a participant in the Securities Transfer Agent's Medallion Program (STAMP, SEMP, MSP)).

(Reso. No 25-25)

EXHIBIT "B"

FORM OF BOND PURCHASE AGREEMENT

BOND PURCHASE AGREEMENT

with respect to

CITY OF PORT ORANGE, FLORIDA
General Obligation Bonds, Series 2025

_____, 2025

City Commissioners of the
City of Port Orange, Florida
1000 City Center Circle
Port Orange, Florida 32129

Re: **$[PAR] City of Port Orange, Florida, General Obligation Bonds, Series 2025 (the "2025 Bonds")**

Ladies and Gentlemen:

The undersigned, Hilltop Securities Inc. (the "Underwriter"), acting on its own behalf and not as an agent or fiduciary to you, the City of Port Orange, Florida (the "City") does hereby offer to enter into this Bond Agreement (this "Agreement") which, upon the City's acceptance hereof will be binding upon the City and upon the Underwriter. This offer is made subject to the City's acceptance by execution of this Agreement and its delivery to the Underwriter on or before 2:00 P.M., New York City time, on the date hereof. Upon such acceptance, this Agreement shall remain in full force and effect in accordance with its terms and shall be binding upon the City and the Underwriter. Terms not otherwise defined herein shall have the same meanings ascribed to them in the Ordinance (defined below) and the Official Statement (defined herein) with respect to the above-referenced 2025 Bonds.

1. Upon the terms and conditions and upon the basis of the representations, warranties and covenants herein, the Underwriter hereby agree to purchase from the City for offering to the public, and the City hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the aggregate principal amount of the $[PAR] City of Port Orange, Florida, General Obligation Bonds, Series 2025 (the "2025 Bonds"). If any of the 2025 Bonds are purchased pursuant to this Agreement, the Underwriter is obligated to purchase all the 2025 Bonds. The aggregate purchase price of the 2025 Bonds (the "Purchase Price") shall be $_____ (calculated as $[PAR] face amount of the 2025 Bonds, plus [less] net original issue premium [discount] of $_____ and less Underwriter' discount of $_____. The Purchase Price shall be payable to the City on the Closing Date (as such term is hereinafter defined), by wire transfer of federal funds as provided in Paragraph 7 below.

2. The 2025 Bonds are general obligations issued by the City pursuant to the Act, and Ordinance No. 2024-07 enacted on May 21, 2024, as supplemented and amended by Resolution No. 2024-___ of the City adopted on June 4, 2024, and Resolution No. 2025 - __ of the City, adopted on _____, 2025 and as may from time to time be amended, modified or

supplemented by supplemental ordinance or resolution (the "Ordinance"). The 2025 Bonds are being issued to finance the cost of the design, construction, renovation, expansion and improvement of public parks and recreational facilities and related infrastructure located in the City [and to pay certain expenses related to the issuance and sale of the 2025 Bonds].

The 2025 Bonds are more fully described in the Preliminary Official Statement, dated _____, 2025, relating to the 2025 Bonds (the "Preliminary Official Statement"). Such Preliminary Official Statement, as amended to delete preliminary language and reflect the final terms of the 2025 Bonds, and with only such changes as shall be approved by the City and the Underwriter, is herein referred to as the "Official Statement." The 2025 Bonds shall mature, bear interest and be subject to redemption as set forth in Appendix I attached hereto, and have all such other terms and provisions, as set forth in the Ordinance and as described in the Official Statement. The 2025 Bonds and the interest thereon will be payable from unlimited ad valorem taxes levied on all taxable property in the City. The full faith, credit and taxing power of the City are irrevocably pledged to the punctual payment of the principal and interest on the 2025 Bonds, as same shall become due and payable.

3. (a) Prior to the date hereof, the City has provided to the Underwriter for its review the Preliminary Official Statement that the City "deemed final" as contemplated in Rule 15c2-12 of the Securities Exchange Act of 1934 (the "Rule") as of its date. The Underwriter has reviewed the Preliminary Official Statement prior to the execution of this Agreement. The City hereby confirms that the Preliminary Official Statement was deemed "final" (as defined in the Rule) as of its date.

(b) (i) The City shall deliver, or cause to be delivered, at its expense, to the Underwriter, within seven (7) business days after the date hereof, and in no event later than required to enable the Underwriter to comply with its responsibilities under applicable rules of the Municipal Securities Rulemaking Board ("MSRB"): (i) sufficient copies of the Official Statement to enable the Underwriter to fulfill their obligations pursuant to the securities laws of the State of Florida and the United States, in form and substance satisfactory to the Underwriter, and (ii) an executed original counterpart or certified copy of the Official Statement at Closing. In determining whether the number of copies to be delivered by the City are reasonably necessary, at a minimum, the number shall be sufficient to enable the Underwriter to comply with the requirements of the Rule, all applicable rules of the MSRB, and to fulfill their duties and responsibilities under Florida and federal securities laws generally. The Underwriter agrees to file the Official Statement with the Electronic Municipal Market Access system ("EMMA") (accompanied by a completed Form G32) by the date of Closing. The filing of the Official Statement with EMMA shall be in accordance with the terms and conditions applicable to EMMA.

(ii) The City authorizes, or ratifies as the case may be, the use and distribution of the Official Statement in connection with the public offering and sale of the 2025 Bonds. The Underwriter agrees that it will not confirm the sale of any 2025 Bonds unless the confirmation of sale requesting payment is accompanied or preceded by the delivery of a copy of the Official Statement. The Underwriter shall notify the City of the occurrence of the "end of the underwriting period," as such term is defined in the Rule, and of the passage of the date after which the Underwriter no longer remain obligated to deliver Official Statements pursuant to paragraph (b)(4) of the Rule. In the event the Underwriter fails to notify the City of the

occurrence of the "end of the underwriting period" as required pursuant to the preceding sentence, then the Closing Date shall be deemed the "end of the underwriting period" for purposes of this Agreement.

(c) From the date hereof until the earlier of (i) ninety days from the "end of the underwriting period" (as defined in the Rule), or (ii) the time when the Official Statement is available to any person from the MSRB (but in no case less than twenty-five (25) days following the end of the underwriting period), if any event occurs or a condition or circumstance exists which may make it necessary to amend or supplement the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the party discovering such event, condition or occurrence shall notify the other party and if, in the reasonable opinion of the City or the reasonable opinion of the Underwriter, such event requires the preparation and publication of an amendment or supplement to the Official Statement, the City, at its expense, promptly will prepare an appropriate amendment or supplement thereto, in a form and in a manner reasonably approved by the Underwriter (and file, or cause to be filed, the same with the MSRB, so that the statements in the Official Statement, as so amended or supplemented, will not, in light of the circumstances under which they were made, be misleading. Each party will promptly notify the other parties of the occurrence of any event of which it has knowledge or the discovery of such conditions or circumstance, which, in its reasonable opinion, is an event described in the preceding sentence. If subsequent to Closing the City determines that any event, condition or circumstance requires the publication of a supplement or amendment to the Official Statement, then the approval of the Underwriter shall not be required, although the City agrees to seek the approval of the Underwriter to such supplement or amendment, and the Underwriter shall use its reasonable best efforts to distribute the supplement or amendment with the Official Statement. The parties agree to cooperate in good faith with regard to the form and manner of the supplement or amendment to the Official Statement.

(d) (i) The Underwriter agrees to make a bona fide public offering of substantially all of the 2025 Bonds to the public at initial public offering prices not greater than (or yields not less than) the initial public offering prices (or yields) set forth in the Official Statement; provided, however, that the Underwriter reserves the right to make concessions to certain dealers, certain dealer banks and banks acting as agents and to change such initial public offering prices as the Underwriter shall deem necessary in connection with the marketing of the 2025 Bonds.

(ii) The Underwriter agrees to assist the City in establishing the issue price of the 2025 Bonds and shall execute and deliver to the City at Closing an "issue price" or similar certificate substantially in the form attached hereto as Appendix II, together with the supporting pricing wires or equivalent communications, with modifications to such certificate as may be deemed appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Akerman LLP, as bond counsel (the "Bond Counsel"), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the 2025 Bonds.

(iii) The City will treat the first price at which 10% of each maturity of the 2025 Bonds (the "10% test") is sold to the public as the issue price of that maturity (if

different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test).

(iv) The Underwriter has offered the 2025 Bonds to the public on or before the date of this Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the final Official Statement.

(v) The Underwriter acknowledges that sales of any 2025 Bonds to any person that is a related party to the underwriter shall not constitute sales to the public for purposes of this subsection (d). Further, for purposes of this subsection (d):

(1) "public" means any person other than an underwriter or a related party;

(2) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the 2025 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the 2025 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the 2025 Bonds to the public);

(3) a purchaser of any of the 2025 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) "sale date" means the date of execution of this Agreement by all parties.

(e) The City hereby authorizes the Underwriter to use the forms or copies of the Ordinance and the Official Statement in connection with the public offering and sale of the 2025 Bonds and ratifies and confirms its authorization of the distribution and use by the Underwriter prior to the date hereof of the Official Statement in connection with such public offering and sale.

4. Delivered to the City herewith by the Underwriter is a disclosure statement of the Underwriter pursuant to Section 218.385, Florida Statutes, attached hereto as Appendix III. The City, by its acceptance hereof, accepts such disclosure.

5. The City represents and warrants to the Underwriter that:

(a) At the time of the City's acceptance hereof and as of the date of delivery of the 2025 Bonds, the Official Statement does not and will not contain an untrue statement of material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made with respect to the disclosure concerning The Depository Trust Company ("DTC") or any information provided by the Underwriter.

(b) The City has duly adopted the Ordinance in accordance with the Act; and the City had at the time of execution, and will have at the time of the Closing, full legal right, power and authority to adopt the Ordinance, to enter into this Agreement, to issue and deliver the 2025 Bonds to the Underwriter as provided herein, to finance the Project, to pledge of the full faith, credit and taxing power of the City as provided in the Ordinance, and to otherwise carry out the transactions contemplated by this Agreement, the 2025 Bonds and the Ordinance.

(c) Concurrently with or prior to the acceptance hereof, the City has (i) duly authorized and approved the execution and delivery of the 2025 Bonds, the Ordinance, this Agreement and the Continuing Disclosure Certificate related to the 2025 Bonds (the "Disclosure Certificate"), (ii) duly authorized and approved the Official Statement and the distribution thereof and has deemed the Preliminary Official Statement as of its date to be "final" for purposes of the Rule, (iii) pursuant to the Ordinance duly authorized and approved the sale of the 2025 Bonds to the Underwriter, (iv) duly adopted the Ordinance described in the Official Statement; (v) duly authorized and approved the consummation by the City of all other transactions contemplated by the Official Statement and this Agreement. This Agreement, the Ordinance and the Disclosure Certificate are referred to herein collectively as the "City Documents."

(d) As of the time of acceptance hereof and as of the Closing Date, except as otherwise disclosed in the Official Statement, the City is not and will not be in breach of or in default under any applicable law or administrative regulation of the State of Florida or the United States relating to the City or any applicable judgment or decree or any trust agreement, loan agreement, resolution, bond, certificate, note, resolution, ordinance, certificate, agreement or other instrument to which the City is a party or to which the City or its assets is otherwise subject, the consequence of which or the correction of which would materially and adversely affect the operations or financial condition of the City, or the collection or application of the Ad Valorem Taxes as provided by the Ordinance as of such dates; and, as of such times and except as disclosed in the Official Statement, the execution and delivery of the City Documents and the 2025 Bonds and the adoption of the Ordinance and compliance with the provisions of each such document do not and will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State of Florida or the United States or a breach of any applicable judgment, decree, trust agreement, loan agreement, resolution, bond, certificate, note, resolution, ordinance, agreement or other instrument to which the City is a party or to which the City or its assets is otherwise subject. The City has not, as of the date hereof or as of the Closing Date, failed to pay principal (and premium, if any) or interest when due on any of its outstanding indebtedness.

(e) On the Closing Date, all approvals, consents and orders of any governmental authority, board, agency or City having jurisdiction which would constitute a

condition precedent to the performance by the City of its obligations under the Ordinance or the other City documents, agreements and certificates with respect to the 2025 Bonds (together with the Ordinance and the 2025 Bonds, collectively, the "City Documents") will have been duly obtained.

(f) To the best knowledge of the City, at the time of acceptance hereof and as of the Closing Date, the historical financial and operating data included in the Official Statement does and will present fairly results of operations of the City as of the dates and for the periods therein set forth, and there are no material liabilities, contingent or otherwise, of the City that have not been disclosed in the Official Statement.

(g) Except as described in the Official Statement, there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board or body pending or, to the knowledge of the City, threatened, against or affecting the City or to which the City is a party wherein an unfavorable decision, ruling or finding would (i) adversely affect the transactions contemplated hereby or by the Official Statement or the validity of the 2025 Bonds, the City Documents or any other material agreement or instrument to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement and the Ordinance, (ii) have a material adverse effect on the financial condition of the City or the City's right to collect and receive the Ad Valorem Taxes, or (iii) adversely affect the exclusion of interest on the 2025 Bonds from gross income for federal income tax purposes.

(h) Between the date of this Agreement and the date of Closing, the City will not, without the prior written consent of the Underwriter, offer or issue any bonds, certificates, notes or other obligations for borrowed money relating to the City, and the City will not incur any material liabilities, direct or contingent, nor will there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the City relating to the City other than (i) as contemplated by the Official Statement, or (ii) in the ordinary course of business.

(i) The City is, and will be at the date of Closing, a duly organized and validly existing political subdivision duly organized and existing under the laws of the State of Florida, with the powers and authority set forth in the Act and the Ordinance.

(j) The City has full legal right, power and authority to: (i) enter into the City Documents, (ii) adopt the Ordinance, (iii) sell, issue and deliver the 2025 Bonds to the Underwriter as provided herein, and (iv) carry out and consummate the transactions contemplated by the City Documents and the Official Statement. The City has complied, and at the Closing will be in compliance, in all respects, with the terms of the Act and the Ordinance and with the obligations on its part in connection with the issuance of the 2025 Bonds contained in the 2025 Bonds and the City Documents.

(k) When delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Agreement, the 2025 Bonds will have been duly authorized, executed, issued and delivered and will constitute valid and binding obligations of the City in conformity with the Act and the Ordinance, and shall be entitled to the benefits of the

Ordinance, including a right to payment from the Ad Valorem Taxes in accordance with the provisions of the Ordinance, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and subject to general principles of equity as to enforceability.

(l) The adoption of the Ordinance and the authorization, execution and delivery of the City Documents and the 2025 Bonds, and compliance with the provisions hereof and thereof, will not conflict with, or constitute a breach of or default under any law, administrative regulation, consent decree, ordinance, resolution or any agreement or other instrument to which the City was or is subject, as the case may be, nor will such enactment, adoption, execution, delivery, authorization or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City, or under the terms of any law, administrative regulation, ordinance, resolution or instrument, except as expressly provided by the Ordinance.

(m) At the time of Closing, the City will be in compliance in all respects with the covenants and agreements contained in the Ordinance and no event of default, nor an event which, with the lapse of time or giving of notice, or both, would constitute an event of default under the Ordinance will have occurred or be continuing.

(n) The City will not take or omit to take any action which action or omission will in any way cause the proceeds from the sale of the 2025 Bonds to be applied in a manner contrary to that provided for in the Ordinance and as described in the Official Statement.

(o) The City is not and has not been in default on any bond issued since December 31, 1975 that would be considered material by a reasonable investor.

(p) The City has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the City is a bond issuer whose arbitrage certifications may not be relied upon.

(q) Except as disclosed in the Official Statement, within the last five (5) years, the City has not failed to comply in all material respects with any continuing disclosure undertaking made by it pursuant to the Rule in connection with outstanding bond issues for which the City has agreed to undertake continuing disclosure obligations.

(r) No representation or warranty by the City in this Agreement, nor any statement, certificate, document or exhibit furnished to or to be furnished by the City pursuant to this Agreement or the Official Statement or in connection with the transactions contemplated hereby contains, or will contain on the Closing Date, any untrue statement of material fact or omits or will omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

7. At or before 1:00 p.m., New York City time, on _____, 2025, or at such other time or on such earlier or later business day as shall have been agreed upon by the City and the Underwriter (the “Closing” or the “Closing Date”), the City shall deliver, or cause to be delivered, subject to the terms and conditions hereof: (i) the 2025 Bonds, bearing proper CUSIP numbers, to the Underwriter, in definitive form, duly executed and authenticated by the registrar,

via the FAST system as described below, and (ii) the closing documents hereinafter mentioned. The Underwriter will accept such delivery and pay the Purchase Price as set forth in Paragraph 1 hereof by wire transfer of federal funds to the order of the City. The 2025 Bonds shall bear proper CUSIP numbers and shall be in typewritten form, with a single bond for each maturity and interest rate of the 2025 Bonds, each such bond to be in a principal amount equal to the principal amount thereof maturing on each such date. The 2025 Bonds shall be registered in the name of Cede & Co., as nominee of DTC, will be made available for inspection and checking by the Underwriter not later than 3:00 P.M., New York City time, on the business day prior to the Closing Date and will be delivered through the DTC FAST system.

The Underwriter's obligations hereunder to purchase and pay for the 2025 Bonds shall be subject to the performance by the City of its obligations to be performed hereunder at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of the City contained herein shall be true, complete and correct in all material respects as of the date hereof and at the time of the Closing, as if made at the time of the Closing, the statements made in all certificates and other documents delivered to the Underwriter at the Closing shall be true, complete and correct as of the date of Closing and the City shall be in compliance with each of the agreements made by it in this Agreement as of the date of Closing.

(b) At the time of the Closing (i) the Ordinance shall be in full force and effect and shall not have been amended, modified or supplemented after the date of this Agreement except with the prior approval of the Underwriter; (ii) the City Documents shall have been duly executed and delivered by the City and the other parties thereto and shall not have been amended, modified or supplemented after the date of this Agreement (other than to conform to the description contained in the Official Statement) except with the prior approval of the Underwriter; and (iii) the City shall perform or have performed all of its obligations required under or specified in this Agreement and the other City Documents to be performed at or before the Closing.

(c) The City shall not be in default in the payment of principal or interest on any of its bonds, notes, or other debt obligations or otherwise be in default under the Ordinance.

(d) The Underwriter shall have the right to terminate its obligations under this Agreement by notification to the City if at any time after the date hereof and before the Closing:

(i) the marketability of the 2025 Bonds or the market price thereof, in the reasonable opinion of the Underwriter, has been adversely affected by any decision issued by a court of the United States (including the United States Tax Court) or of the State of Florida, by any ruling or regulation (final, temporary or proposed) or official statement issued by or on behalf of the Department of the Treasury of the United States, the Internal Revenue Service, or any other governmental agency of the United States, or any governmental agency of the State of Florida, or by a decision with respect to legislation reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or by legislation enacted by, or favorably proposed (whether by press release or otherwise) or reported to either the House of Representatives or the Senate of the Congress of the United States or either house of the

Legislature of the State of Florida, or formally proposed to the Congress of the United States by the President of the United States or to the Legislature of the State of Florida by the Governor of the State of Florida in an executive communication, affecting directly or indirectly, prospectively or retroactively, the tax status of the City, its property or income, its bonds or obligations of a general character (including the 2025 Bonds) or the tax-exemption or the exclusion of interest on the 2025 Bonds from gross income for federal income tax purposes; or

(ii) there shall have occurred any new outbreak or escalation of hostilities, any declaration by the United States of war or any new or escalated national or international calamity or crisis, the effect of such outbreak, escalation, declaration, calamity or crisis being such as would cause a major disruption in the municipal bonds market and would materially adversely affect the market price or marketability of the 2025 Bonds or the ability of the Underwriter to enforce contracts for the sale of the 2025 Bonds; or

(iii) there shall have occurred a general suspension or cessation of trading on the New York Stock Exchange or in the market for obligations of Florida issuers or in identifiable segments of the market for bonds of the type proposed to be issued by the City; or minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange or other national securities exchanges, or the establishment of any new restrictions in transactions involving securities materially affecting the free market for securities (including the imposition of any limitations on interest rates) or the extension of credit by, or the charge to the net capital requirements of, the Underwriter, whether established by the New York Stock Exchange or other national securities exchange, the Securities and Exchange City, any other federal or state agency or the United States Congress or Executive Order; or

(iv) a general banking moratorium shall have been declared by Federal, New York or Florida authorities having jurisdiction and be in force; or

(v) prior to Closing, any of the rating agencies which have rated the 2025 Bonds shall inform the City or the Underwriter that the 2025 Bonds will be rated lower than the respective rating published in the Preliminary Official Statement or there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change of credit watch status by any national rating service to any of the City's obligations; or

(vi) an order, decree or injunction of any court of competent jurisdiction, or order, ruling, regulation or official statement by the Securities and Exchange City, or any other governmental agency having jurisdiction of the subject matter, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the 2025 Bonds or the issuance, offering or sale of the 2025 Bonds, including any underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as amended and then in effect; or

(vii) the President of the United States, the Office of Management and Budget, the Department of Treasury, the Internal Revenue Service or any other governmental body, department, agency or City of the United States or the State of Florida shall take or

propose to take any action or implement or propose regulations, rules or legislation which would materially adversely affect the market price or marketability of the 2025 Bonds or the ability of the Underwriter to enforce contracts for the sale of the 2025 Bonds; or

(viii) there shall have occurred, after the signing hereof, either a financial crisis or a default with respect to the debt obligations of the City proceedings under the bankruptcy laws of the United States or the State of Florida shall have been instituted by the City, in either case the effect of which, in the reasonable judgment of the Underwriter, is such as would materially adversely affect the market price or marketability of the 2025 Bonds or the ability of the Underwriter to enforce contracts for the sale of the 2025 Bonds; or

(ix) any event shall have occurred or fact shall exist which makes untrue or incorrect, as of its date, in any material respect, any material statement or information contained in the Official Statement or which is not reflected in the Official Statement, as the Official Statement may have been revised from time to time pursuant to Paragraph 4(c) hereof, but should be reflected therein in order to make such material statements and information contained therein not misleading as of such time, unless the City timely and appropriately supplements or amends the Official Statement pursuant to Paragraph 4(c) above.

(e) At or before the Closing, the Underwriter shall receive the following documents:

(i) The Official Statement, executed on behalf of the City;

(ii) Certified copies of the Ordinance;

(iii) Original counterparts of the other City Documents;

(iv) A copy of the Letter of Representations with DTC;

(v) The approving opinion of Bond Counsel, as to the 2025 Bonds, dated the Closing Date, substantially in the form attached to the Official Statement together with a letter of Bond Counsel addressed to the Underwriter, and dated the Closing Date, to the effect that such bond approving opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to the Underwriter;

(vi) A supplemental opinion of Bond Counsel, dated the Closing Date, addressed to the Underwriter, and dated the Closing Date, to the effect that, (i) the statements contained in the Official Statement under the captions [“INTRODUCTION,” “PURPOSES OF 2025 BONDS,” “DESCRIPTION OF THE 2025 Bonds” (except for the information relating to DTC and its book-entry system of registration, as to which no view need be expressed), “SECURITY AND SOURCES OF PAYMENT FOR THE 2025 BONDS,” “TAX MATTERS” and “APPENDIX __ ORDINANCE”], insofar as such information purports to summarize portions of the Ordinance, the 2025 Bonds, Federal law and laws of the State of Florida, constitutes a fair summary of the information purported to be summarized therein, (ii) the 2025 Bonds are exempt from registration under the Securities Act of 1933, as amended, (iii) the Ordinance is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(vii) An opinion of counsel to the City, dated the date of Closing and addressed to the Underwriter, to the effect that:

(A) the City is a political subdivision of the State and public body of the State of Florida, duly organized and validly existing pursuant to the Act, and has full legal right, power and authority to adopt the Ordinance and to authorize, execute and deliver and to perform its obligations under the City Documents,

(B) the City has duly adopted the Ordinance, and has duly authorized, executed and delivered each of the City Documents, and assuming the due authorization, execution and delivery of the City Documents by the other parties thereto, the Ordinance and the City Documents constitute legal, binding and valid obligations of the City, enforceable in accordance with their respective terms; provided, however, the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity,

(C) the information in the Official Statement under the captions ["THE CITY" and "LITIGATION"] is true and complete in all material respects, and with respect to the other information in the Official Statement, based upon their review of the Official Statement as counsel to the City and without having undertaken to determine independently the accuracy or completeness of the contents of such other portions of the Official Statement, they have no reason to believe that such other portions of the Official Statement (except for the financial and statistical data contained therein and the information relating to the Insurer and DTC and its book-entry system of registration, as to which no view need be expressed) contains an untrue statement of a material factor omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading,

(D) the use of the Preliminary Official Statement by the Underwriter for the purpose of offering the 2025 Bonds for sale has been duly authorized and ratified by the City,

(E) the Official Statement has been duly authorized, executed and delivered by the City and the City has consented to the use thereof by the Underwriter,

(F) the adoption of the Ordinance and the authorization, execution and delivery of the City Documents and the 2025 Bonds and compliance with the provisions hereof and thereof, will not conflict with, or constitute a breach of or default under, any law or administrative regulation, or to the best of their knowledge, any consent decree, ordinance, resolution or any agreement or other instrument to which the City was or is subject, as the case may be, nor will such adoption, execution, delivery, authorization or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City, or under the terms of any law, administrative regulation, ordinance, resolution or instrument, except as expressly provided by the Ordinance,

(G) to the best of their knowledge, all approvals, consents, authorizations and orders of any governmental authority or agency having jurisdiction in any

matter which would constitute a condition precedent to the performance by the City of its obligations hereunder and under the City Documents have been obtained and are in full force and effect,

(H) the City is lawfully empowered to pledge, and grant a prior lien upon the Ad Valorem Taxes for payment of the principal of, redemption premium, if any, and interest on the 2025 Bonds as the same becomes due and payable, and

(I) to the best of their knowledge, except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, threatened, against the City, affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the 2025 Bonds or the pledge of and lien on the Ad Valorem Taxes, or contesting or affecting the validity or enforceability in any respect of the 2025 Bonds, the Rate Instrument, or the City Documents, or contesting the exclusion from gross income of interest on the 2025 Bonds or contesting the completeness or accuracy of the Official Statement or any supplement or amendment thereto, or contesting the powers of the City or any authority for the issuance of the 2025 Bonds, the adoption of the Rate Instrument, the refunding of the Refunded Certificates or the execution and delivery by the City of the City Documents;

(viii) A certificate of the City dated the Closing Date signed by its Mayor or Vice Mayor and Finance Director, in form and substance satisfactory to the Underwriter, to the effect that (i) the City has complied or is presently in compliance with all agreements related to the 2025 Bonds and has satisfied all conditions on its part to be observed or satisfied under the Ordinance, the Ordinance and this Agreement as of the date of Closing; (ii) except as disclosed in the Official Statement, no litigation or other proceedings are pending or threatened against the City or any of its affiliates or any property of the City or any such affiliate in any court or other tribunal, state or federal (A) restraining or enjoining, or seeking to restrain or enjoin, the issuance, sale, execution or delivery of the 2025 Bonds, the Ordinance or the City Documents, or (B) in any way questioning or affecting any authority for the issuance of the 2025 Bonds or the validity of any provisions of the City Documents, or (C) in any way questioning or affecting the validity of any of the proceedings or authority for the authorization, sale, execution or delivery of the 2025 Bonds, of any provision, program or transactions made or authorized for its payment, or (D) the questioning or affecting the organization or existence of the City or the authority of any of its officers to perform all required actions in connection with the issuance and sale of the 2025 Bonds as contemplated by the City Documents, or (E) seeking to restrain or enjoin the collection of the Ad Valorem Taxes, or (F) which may result in any material adverse change in the business, properties assets or financial condition of the City, or (G) asserting that the Official Statement contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (iii) the City Documents have been duly authorized, executed and delivered by one or more duly authorized officers of the City and each of the City Documents is a legal, valid and binding obligation of the City enforceable in accordance with its terms, except as such enforceability may be limited by (a) the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally, and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); (iv) the City represents and warrants that it has

complied and further covenants and agrees that it will comply with all applicable licensing, regulatory, and utility requirements of the State, Federal, and/or local governments to which it is now or may in the future be subject that are consistent with the operation, maintenance and improving of the City; (v) the 2025 Bonds are entitled to the benefits and security of the Ordinance and the Act and are payable from the Ad Valorem Taxes in the manner and to the extent provided in the Ordinance; and (vi) the Official Statement did not as of its date, and does not as of the date of Closing, contain any untrue statement of a material fact or omit to state a material fact which should be included therein for the purposes for which the Official Statement is to be used, or which is necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading (provided, that no opinion is expressed regarding the information contained therein relating to DTC and its book-entry system of registration or information provided by the Underwriter);

(ix) Evidence that the rating agencies who have rated the 2025 Bonds have issued ratings of not lower than the respective ratings on the 2025 Bonds which are published in the Preliminary Official Statement and that such ratings are in full force and effect as of the date of Closing;

(x) A certificate executed by the appropriate officer of the City, dated the date of Closing, satisfactory to Bond Counsel setting forth the facts, estimates and circumstances which establish that it is not expected that the proceeds of the 2025 Bonds will be used in a manner that would cause the 2025 Bonds to be "arbitrage bonds" within the meaning of the Internal Revenue Code of 1986, as amended (the "Code"), and to the best of the knowledge and belief of such officer, such expectations are reasonable;

(xi) A copy of IRS form 8038-G completed and prepared for filing, in a form acceptable to Bond Counsel;

(xii) A certificate of an authorized representative of the paying agent to the effect that (i) the paying agent is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America and is duly authorized to exercise trust powers in the State of Florida, (ii) the paying agent has all requisite authority, power, licenses, permits and franchises, and has full corporate power and legal authority to execute and perform its functions under the Ordinance (iii) the performance by the paying agent of its functions under the Ordinance will not result in any violation of the Articles of Incorporation or Bylaws of the paying agent, any court order to which the paying agent is subject or any agreement, resolution or other obligation or instrument to which the paying agent is a party or by which the paying agent is bound, and no approval or other action by any governmental authority or agency having supervisory authority over the paying agent is required to be obtained by the paying agent in order to perform its functions under the Ordinance (iv) to the best of such authorized representative's knowledge, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending or, to his or her knowledge, threatened against or affecting the paying agent wherein an unfavorable decision, ruling or finding on an issue raised by any party thereto is likely to materially and adversely affect the ability of the paying agent to perform its obligations under the Ordinance and (v) the 2025 Bonds have been authenticated in accordance with the terms of the Ordinance;

(xiii) An opinion of Disclosure Counsel, dated the Closing Date and addressed to the City, together with a letter addressed to the Underwriter authorizing the Underwriter to rely upon the letter addressed to the City, to the effect that (i) in accordance with their understanding with the City, as Disclosure Counsel such firm has rendered legal advice and assistance to the City in the course of the preparation of the Official Statement; that assistance involved, among other things, inquiries concerning various legal and related matters, their review of certain records, documents and proceedings, participation in discussions with representatives of the City, the City's Financial Advisor, and others concerning the contents of the Official Statement and related matters; that in accordance with their understanding with the City, they are not passing upon, and do not assume responsibility for, the accuracy, completeness or fairness of the contents of the Official Statement; that, however, they can advise that, in their capacity as Disclosure Counsel and on the basis of the information that has come to their attention, and in reliance on the certificates, opinions and documents they have reviewed in the course of their performance of the services referred to above, and without having undertaken to verify independently the accuracy, completeness or fairness of the contents of the Official Statement, nothing has come to their attention which leads them to believe that the Official Statement (excluding the financial and statistical data included in the Official Statement and the appendices thereto, and the information relating to the Insurer and The Depository Trust Company or its book-entry only system), as of its date and as of the date hereof, contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading; and (ii) the Disclosure Certificate satisfies the requirements of the Rule; and

(xiv) Such additional certificates, legal opinions, instruments, proceedings and other documents as the Underwriter or its counsel may reasonably deem necessary to evidence the truth and accuracy as of the time of the Closing of the representations of the City, the compliance of the City with legal requirements and the due performance or satisfaction by the City on or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the City.

By its execution of this Agreement, the City consents to the use by the Underwriter of the documents listed above, including specifically the Official Statement, the Ordinance and the information contained therein, in connection with the public sale of the 2025 Bonds.

If the City shall be unable to satisfy the conditions contained in this Agreement, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder except as expressly set forth in Paragraphs 9(a) and (b) hereof.

8. The City covenants with the Underwriter to cooperate with the Underwriter in qualifying the 2025 Bonds for offer and sale under the securities or "Blue Sky" laws of such states as the Underwriter may request; provided that in no event shall the City be obligated to take any action which would subject it to general service of process in any state where it is not now so subject or qualify to do business in connection with any such qualification or determination in any jurisdiction. It is understood that the City is not responsible for compliance with or the consequences of failure to comply with applicable "Blue Sky" laws, or for any expenses incurred in such compliance.

9. (a) The City shall pay or cause to be paid, from the proceeds of the 2025 Bonds or other funds available to it, and the Underwriter shall be under no obligation to pay, the expenses incident to the performance of the City's obligations hereunder including but not limited to (i) the cost of the preparation and printing or other reproduction (for distribution on or prior to the date hereof) of the Official Statement; (ii) the fees and expenses of Bond Counsel, Disclosure Counsel, the paying agent, the Consulting Engineer, the Financial Feasibility Consultant and the City's Financial Advisor, and any other experts or consultants retained by the City; (iii) the costs and fees of the rating agencies; and (iv) out-of-pocket expenses of the City. The provisions of this paragraph shall not obligate the City to pay any fees or expenses that are contingent upon the occurrence of the Closing, unless a successful Closing occurs. Expenses incurred by the Underwriter on behalf of the City and its staff related to food, lodging, or entertainment are to be reimbursed by the City through the proceeds of the 2025 Bonds or the City's available funds; the City's obligations in regard to these expenses survive even if the underlying transaction fails to close or consummate.

(b) The Underwriter shall pay (i) the cost of printing or other reproduction of this Agreement and the cost of preparation and printing of the Blue Sky, if any, report to be used by the Underwriter; (ii) all advertising expense in connection with the public offering of the 2025 Bonds; and (iii) all other expense incurred by the Underwriter in connection with the public offering and distribution of the 2025 Bonds, including the fees and expenses of counsel retained by them.

10. Any notice or other communication to be given to the City under this Agreement shall be given by delivering the same in writing to the City at the address first indicated above, Attention: Mayor. Any notice or other communication to be given to the Underwriter under this Agreement shall be given by delivering the same in writing to Hilltop Securities Inc. 450 S. Orange Avenue, Suite 460, Orlando, FL 32801, Attention: Joel Tindal.

11. This Agreement shall constitute the entire agreement between the City and the Underwriter and is made solely for the benefit of the City and the Underwriter (including their respective successors or assigns). No other person shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties and agreements of the City in this Agreement shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of any of the Underwriter, and (b) the delivery of and payment for the 2025 Bonds hereunder.

12. This Agreement may not be amended without the written consent of the City and the Underwriter.

13. The following statements are made in satisfaction of the requirements of Section 218.385(2) and (3), Florida Statutes.

(a) The City is proposing to issue $_____ of 2025 Bonds for the purpose of (i) financing the cost of the design, construction, renovation, expansion and improvement of public parks and recreational facilities and related infrastructure located in the City, [and (ii) paying certain expenses related to the issuance and sale of the 2025 Bonds.] This debt or obligation is expected to be repaid over a period of approximately __ years. At an all in

true interest cost rate of _____%, total interest paid over the life of the debt or obligation will be $_____.

(b) The 2025 Bonds shall be secured forthwith equally and ratably by a pledge of and lien upon the Ad Valorem Taxes. Authorizing the 2025 Bonds will result in up to $_____ of the City's funds not being available to finance the other services of the City for __ years following the delivery date of the 2025 Bonds.

14. The City acknowledges and agrees that: (i) the transactions contemplated by this Agreement are arm's length, commercial transactions between the City and the Underwriter in which the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the City with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter or its affiliates have provided other services or is currently providing other services to the City on other matters); (iii) the only obligations the Underwriter has to the City with respect to the transaction contemplated hereby expressly are set forth in this Agreement; (iv) the City has consulted its own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent it has deemed appropriate; and (v) the Underwriter has financial and other interests that differ from those of the City.

15. The validity, interpretation and performance of this Agreement shall be governed by the internal laws of the State of Florida, without regard to conflict of law principles.

16. If any portion of this Agreement shall be held invalid or inoperative, then so far as is reasonable and possible (a) the remainder of this Agreement shall be considered valid and operative, and (b) effect shall be given to the intent manifested by the portion held invalid or inoperative.

17. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed to be an original, but all of which constitute, collectively, one and the same agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

18. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year first above written.

[Remainder of page intentionally left blank]

[Counterpart Signature Page to Bond Purchase Agreement]

HILLTOP SECURITIES INC.

By:_____
Name: Joel Tindal
Its: Managing Director

[Counterpart Signature Page to Bond Purchase Agreement]

(SEAL)

CITY OF PORT ORANGE, FLORIDA

By: _____
Name: _____
Its: [Vice] Mayor

ATTEST:

By: _____
Name:_____
[Deputy] City Clerk

APPENDIX I

TERMS OF THE 2025 BONDS
(Maturities, Principal Amounts, Interest Rates, Yields and Prices)

DATED:	[Closing Date], 2025
INTEREST PAYABLE:	_____ 1, 2025 and each _____ 1 and _____ 1 thereafter
DENOMINATIONS:	$5,000 AND INTEGRAL MULTIPLES THEREOF
PAR AMOUNT:	$[PAR]
PURCHASE PRICE:	$ [PAR] par amount Plus [Minus] $_____ Net Original Issue Premium [Discount] Less $_____ Underwriter's Discount Total $_____

Maturity (October 1)	Principal Amount	Interest Rate	Yield	Price

[INSERT CHART HERE]

Redemption Provisions

The redemption provisions for the 2025 Bonds shall read as follows:

Optional Redemption. The 2025 Bonds maturing on or after _____1, 20__, are subject to redemption prior to maturity, at the option of the City, on or after _____1, 20__, in whole or in part on any date, as designated by the City, and by lot within a maturity at the Redemption Price of 100% of the principal amount of the 2025 Bonds to be redeemed, plus accrued interest to the redemption date.

Mandatory Redemption. The 2025 Term Bonds maturing on _____1, 20__, are subject to mandatory redemption in part by the City on _____ 1 in the years and in the Amortization Installments, plus accrued interest to the redemption date, as set forth below.

Year	Amortization Installments
20__	$
20__	
20__	
20__	
20__*	

_____
* Maturity

The 2025 Term Bonds maturing on _____1, 20__, are subject to mandatory redemption in part by the City on _____ 1 in the years and in the Amortization Installments, plus accrued interest to the redemption date, as set forth below.

Year	Amortization Installments
20__	$
20__	
20__	
20__	
20__*	

_____
* Maturity

APPENDIX II

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, Hilltop Securities Inc. (the "Underwriter") hereby certifies as set forth below with respect to the sale and issuance by the City of Port Orange, Florida (the "City") of its $[PAR] City of Port Orange, Florida, General Obligation Bonds, Series 2025 (the "Bonds").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Purchase Contract, the Underwriter has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, the Underwriter will neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. The Underwriter has not offered or sold any unsold Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds.

3. Defined Terms.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____, 2025) or (ii) the date on which the Underwriter has sold at least 10% of such Maturity to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(d) *Issuer* means the City of Port Orange, Florida.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2025.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Akerman, LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by the other members of the Underwriting Group.

HILLTOP SECURITIES INC.

By:_____
Name: Joel Tindal
Title: Managing Director

Dated: [Closing Date], 2025

APPENDIX III

DISCLOSURE STATEMENT REQUIRED BY FLORIDA STATUTES, SECTION 218.385

The undersigned, Hilltop Securities Inc. (the "Underwriter"), as Underwriter in connection with those certain $[PAR] City of Port Orange, Florida, General Obligation Bonds, Series 2025 (the "2025 Bonds"), hereby furnishes the following information to Port Orange, Florida (the "Issuer"):

(a) Attached hereto as Exhibit A is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered by the Underwriter in connection with the issuance and delivery of the 2025 Bonds (such fees and expenses to be paid from the proceeds of the 2025 Bonds as part of the underwriting spread provided below).

(b) No other fee, bonus or other compensation is estimated to be paid by the Underwriter in connection with the issuance of the 2025 Bonds to any person not regularly employed or retained by the Underwriter (including any "finder," within the meaning of Section 218.386, Florida Statutes, as amended), in connection with the delivery of the 2025 Bonds to it by the Issuer.

(c) No person has entered into an understanding with the Underwriter, or to the knowledge of the Underwriter, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, express or implied, to act solely as an intermediary between the Issuer and the Underwriter or to exercise or attempt to exercise any influence to effect any transaction in the purchase and sale of the 2025 Bonds.

The total amount of the underwriting spread expected to be realized by the Underwriter is $_____ /1,000 of bonds issued.

The management fee, as part of the underwriting spread, to be charged by the Underwriter is $_____/1,000 of bonds issued.

Dated: _____, 2025

HILLTOP SECURITIES INC.

By: _____
Name: Joel Tindal
Title: Managing Director

EXHIBIT A

ITEMIZED EXPENSES

Item	Per $1,000	Total
Underwriter's Counsel		
Day Loan		
IPreo		
Gameday Monitor		
CUSIP Fee		
DTC Fee		
Disclosure Fee		
Clearance		
Closing		
Miscellaneous		
TOTAL		

EXHIBIT "C"

FORM OF PRELIMINARY OFFICIAL STATEMENT

Preliminary Official Statement dated May [__], 2025

FULL BOOK ENTRY
NEW ISSUE

Ratings: Moody's: [_____]
(See "RATINGS")

In the opinion of Akerman LLP, Bond Counsel, under existing law assuming compliance with certain covenants, interest on the Series 2025 Bonds is excludable from gross income of the holders thereof for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax; however, interest on the Series 2025 Bonds may be included in the "adjusted financial statement income" of certain corporations that are subject to the alternative minimum tax under Section 55 of the Internal Revenue Code of 1986, as amended (the "Code"). Bond Counsel is also of the opinion that the Series 2025 Bonds (defined below) and the income thereon are not subject to taxation under the laws of the State of Florida, except as to estate taxes imposed by Chapter 198, Florida Statutes, as amended, and net income and franchise taxes imposed by Chapter 220, Florida Statutes, as amended. See "Tax Matters" herein for a description of certain other tax consequences to holders of the Series 2025 Bonds.

[CITY SEAL] **CITY OF PORT ORANGE, FLORIDA** DAC Bond

$30,000,000*
CITY OF PORT ORANGE, FLORIDA
GENERAL OBLIGATION BONDS, SERIES 2025

Dated: Date of Delivery

Due: _____ 1, as shown on the inside cover

The Series 2025 Bonds will be issued as fully registered bonds without coupons and initially will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"). Individual purchases of the Series 2025 Bonds will be made in book-entry form only in denominations of $5,000 or any integral multiple thereof. Purchasers of the Series 2025 Bonds will not receive physical delivery of bond certificates. Payments of principal of and interest on the Series 2025 Bonds will be made to Cede & Co., as nominee of DTC as registered owner of the Series 2025 Bonds, by The Bank of New York Mellon Trust Company, N.A., as Registrar and Paying Agent, to be subsequently disbursed to the Beneficial Owners (as defined herein) of the Series 2025 Bonds. Interest on the Series 2025 Bonds will accrue from the date of delivery and will be payable on October 1, 2025, and semiannually thereafter on April 1 and October 1 of each year.

The Series 2025 Bonds are being issued pursuant to Ordinance No. 2024-07, enacted by the City of Port Orange, Florida (the "City") on May 21, 2024, as supplemented and amended by Resolution No. 24-20 adopted by the City on June 4, 2024 and Resolution No. 25-25 adopted by the City on May 6, 2025, to finance or reimburse the costs of the design, construction, renovation, expansion and improvement of public parks and recreational facilities and related infrastructure located in the City and pay certain expenses related to the issuance and sale of the Series 2025 Bonds. See the discussion under the heading "PURPOSE OF ISSUE" herein.

The Series 2025 Bonds and interest thereon are general obligations of the City of Port Orange, Florida, payable from unlimited ad valorem taxes levied on all taxable property in the City. The full faith and credit of the City is pledged for the payment of the principal and interest on the Series 2025 Bonds.

See the inside cover page hereof for maturities, principal amounts, interest rates, prices and yields and CUSIPs.

THIS PRELIMINARY OFFICIAL STATEMENT IS IN A FORM DEEMED FINAL BY THE CITY FOR PURPOSES OF RULE 15c2-12 PROMULGATED UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN FINANCIAL INFORMATION PERMITTED TO BE OMITTED PURSUANT TO RULE 15c2-12(b)(1).

The Series 2025 Bonds are offered when, as and if issued, subject to receipt of the legal opinion of Akerman LLP, Jacksonville, Florida, Bond Counsel. Akerman LLP is also acting as disclosure counsel to the City with respect to the Series 2025 Bonds. Certain legal matters will be passed on for the City by Matthew J. Jones, Esq., City Attorney. The Underwriter is represented with respect to the issuance of the Series 2025 Bonds by Nelson Mullins Riley & Scarborough LLP, Orlando, Florida. Southeastern Investment Securities, L.L.C. has served as Financial Advisor to the City. It is expected that settlement for the Series 2025 Bonds will occur through the facilities of DTC on or about _____, 2025.

This cover page contains certain information for quick reference only. It is <u>not</u> a summary of this issue. Investors must read this entire Official Statement, including, without limitation, the cover page and appendices hereto, to obtain information essential to making an informed investment decision.

HilltopSecurities

Dated: May [__], 2025

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* Preliminary, subject to change

Red Herring Legend:

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. The Series 2025 Bonds offered hereby may not be sold and offers to buy may not be accepted prior to the time the Official Statement is delivered in final form. Under no

circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2025 Bonds offered hereby in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

MATURITIES, AMOUNTS, INTEREST RATES, PRICES, YIELDS AND CUSIPS*

Maturity (_____1)	Principal Amount $	Interest Rate %	Price	Yield %	CUSIP†

$_____ ____% Term Bonds due April 1, 20__, Price: ___ Yield: ___% CUSIP† _____

$_____ ____% Term Bonds due April 1, 20__, Price: ___ Yield: ___% CUSIP† _____

* Preliminary, subject to change

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research System, Inc. Copyright © 2024 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Underwriter or its agents or counsel assume responsibility for the accuracy of such numbers.

CITY OF PORT ORANGE, FLORIDA
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

CITY COUNCIL
Scott Stiltner (Mayor)
Tracy Grubbs (Vice Mayor)
Jonathan Foley
Shawn Goepfert
Lance Green

CITY MANAGER
Wayne Clark

CITY CLERK
Robin Fenwick, MMC

FINANCE DIRECTOR
Mark E. Simpson, CPA

CITY ATTORNEY
Matthew J. Jones, Esq.

FINANCIAL ADVISOR
Southeastern Investment Securities, L.L.C.
Winter Park, Florida

BOND AND DISCLOSURE COUNSEL
Akerman LLP
Jacksonville, Florida

No dealer, broker, salesman or other person has been authorized by the City of Port Orange, Florida or the underwriter listed on the cover page hereof (the "Underwriter") to give any information or to make any representations, other than those contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by the City or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2025 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information set forth herein has been furnished by the City, DTC and other sources which are believed to be reliable, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation of, the Underwriter. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create the implication that there has been no change in the affairs of the City since the date hereof.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT CONSTITUTE "FORWARD LOOKING STATEMENTS." SUCH STATEMENTS GENERALLY ARE IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS "PLAN," "EXPECT," "ESTIMATE," "BUDGET" OR OTHER SIMILAR WORDS. SUCH FORWARD-LOOKING STATEMENTS INCLUDE BUT ARE NOT LIMITED TO CERTAIN STATEMENTS CONTAINED IN THE INFORMATION UNDER THE CAPTIONS "ESTIMATED SOURCES AND USES OF FUNDS."

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR.

IN CONNECTION WITH THE OFFERING OF THE SERIES 2025 BONDS, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF SUCH SERIES 2025 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

NO REGISTRATION STATEMENT RELATING TO THE SERIES 2025 BONDS HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR

WITH ANY STATE SECURITIES COMMISSION. IN MAKING ANY INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATIONS OF THE CITY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE SERIES 2025 BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR ANY STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. THE FOREGOING AUTHORITIES HAVE NOT PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THE SERIES 2025 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, NOR HAS THE BOND RESOLUTION OR ANY SUPPLEMENTAL RESOLUTION BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2025 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE STATE, IF ANY, IN WHICH THE SERIES 2025 BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN CERTAIN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE SERIES 2025 BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

References herein to laws, rules, regulations, resolutions, agreements, reports and other documents do not purport to be comprehensive or definitive. All references to such documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made herein. Where full texts have not been included as appendices to this Official Statement they will be furnished on request. References to website addresses presented in this Official Statement are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement.

THIS OFFICIAL STATEMENT WILL NOT CONSTITUTE A CONTRACT BETWEEN THE CITY OR THE UNDERWRITERS AND ANY ONE OR MORE HOLDERS OF THE SERIES 2025 BONDS.

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OFFICIAL STATEMENT
relating to
$30,000,000*
CITY OF PORT ORANGE, FLORIDA
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2025

INTRODUCTION

The purpose of this Official Statement, including the cover page, the Summary Statement, and all appendices, is to furnish information in connection with the sale by the City of Port Orange, Florida (the "City") of its $30,000,000* aggregate principal amount of General Obligation Refunding Bonds, Series 2025 (the "Series 2025 Bonds"). The Series 2025 Bonds are being issued pursuant to the Constitution and Statutes of the State of Florida (the "State"), including particularly, Chapter 166, Florida Statutes, and other applicable provisions of law, Ordinance No. 2024-07, enacted by the City on May 21, 2024, as supplemented and amended by Resolution No. 24-20 adopted by the City on June 4, 2024 and Resolution No. 25-25 adopted by the City on May 6, 2025 (collectively, the "Bond Resolution").

The Series 2025 Bonds will be general obligations of the City of Port Orange, Florida, payable from unlimited ad valorem taxes levied on all taxable property in the City. The full faith and credit of the City of Port Orange is pledged for the payment of the principal and interest on the Series 2025 Bonds.

Capitalized terms used herein shall have the same meanings as given to them in the Bond Resolution unless otherwise defined herein or where the context would clearly indicate otherwise. The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is made to the originals of all such documents for full and complete statements of all matters of fact relating to the Series 2025 Bonds, the security for the payment of the Series 2025 Bonds, and the rights and obligations of Registered Owners thereof. The form of the Bond Resolution is attached hereto as APPENDIX C. Copies of the other documents may be obtained from Mark E. Simpson, Finance Director, 1000 City Center Circle, Port Orange, Florida 32129, (386) 506-5700, upon payment of reproduction costs and postage and handling expenses.

The assumptions, estimates, projections and matters of opinion contained in this Official Statement, whether or not so expressly stated, are set forth as such and not as matters of fact, and no representation is made that any of the assumptions or matters of opinion herein are valid or that any projections or estimates contained herein will be realized. Neither this Official Statement nor any other statement which may have been made verbally or in writing in connection with the Series 2025 Bonds, other than the Bond Resolution, is to be construed as a contract with the Registered Owners of the Series 2025 Bonds.

*Preliminary, subject to change.

PURPOSE OF ISSUE

The Series 2025 Bonds are being issued (i) to pay the costs of the design, construction, renovation, expansion and improvement of public parks and recreational facilities and related infrastructure located in the City and (ii) to pay certain expenses related to the issuance and sale of the Series 2025 Bonds.

DESCRIPTION OF THE SERIES 2025 BONDS

General

The Series 2025 Bonds will be dated the date of their delivery, are issuable in fully registered, book-entry-only form, in the denomination of $5,000 or any integral multiple thereof, and will mature on the dates, in the amounts and bear interest at the rates set forth on the cover page of this Official Statement.

Interest on the Series 2025 Bonds will be payable semiannually on April 1 and October 1, commencing October 1, 2025. Principal of and premium, if any, and interest on the Series 2025 Bonds will be payable in the manner described in APPENDIX E – "BOOK-ENTRY ONLY SYSTEM OF REGISTRATION OF OWNERSHIP OF BONDS" hereto.

Redemption

Optional Redemption. The Series 2025 Bonds maturing on or after _____ 1, 20__, are subject to redemption prior to maturity, at the option of the City, on or after _____ 1, 20__, as a whole or in part on any date, as designated by the City, and by lot within a maturity at the respective redemption prices (expressed as a percentage of principal amount to be redeemed) set forth below together, in each case, with accrued interest to the date fixed for redemption:

Period During Which Redeemed (dates inclusive)	Redemption Price
_____ 1, 20__ and thereafter	100%

Sinking Fund Installments. The Series 2025 Term Bonds maturing on _____ 1, 20__, are to be retired from amounts credited monthly to the Amortization Account in the Sinking Fund as mandatory sinking fund installments, which amounts are required to be sufficient to retire by _____ 1 of each year the principal amount of such Series 2025 Bonds set forth in the table below:

Year	Principal Amount
20__	$
20__	
20__	
20__*	

_____

*Maturity

The Series 2025 Term Bonds maturing on _____ 1, 20__, are to be retired from amounts credited monthly to the Amortization Account in the Sinking Fund as mandatory sinking fund installments, which amounts are required to be sufficient to retire by _____ 1 of each year the principal amount of such Series 2025 Bonds set forth in the table below:

Year	Principal Amount
20__	$
20__	
20__	
20__*	

*Maturity

Notice and Effect of Redemption.

Notice of redemption shall, not more than sixty (60) days or less than thirty (30) days prior to the redemption date, (i) be filed with the Bond Registrar, and (ii) be mailed, postage prepaid by the Bond Registrar to all owners of Series 2025 Bonds to be redeemed at their addresses as they appear of record on the books of the Bond Registrar as of 45 days prior to the date of redemption. The privilege of transfer or exchange of any of the Series 2025 Bonds so called for redemption is suspended for a period commencing 15 days preceding the mailing of the notice of redemption and ending on the date fixed for redemption.

Such notice shall be dated and shall state (a) the redemption date, (b) the redemption price, (c) the identification and respective principal amount of Series 2025 Bonds to be redeemed, if less than all Series 2025 Bonds are to be redeemed, (d) the place where the Series 2025 Bonds are to be surrendered for payment of the redemption price and (e) that on the redemption date (i) the redemption price will become due and payable under any Series 2025 Bond or portion thereof called for redemption and (ii) interest on each such Series 2025 Bond shall cease to accrue from and after such date. Such notice of any redemption shall either (i) explicitly state that the proposed redemption is conditioned on there being on deposit in the applicable fund or account on the redemption date sufficient money to pay the full redemption price of the Series 2025 Bonds to be redeemed, or (ii) be sent only if sufficient money to pay the full redemption price of the Series 2025 Bonds to be redeemed is on deposit in the applicable fund or accounts.

In addition to the foregoing notice, further notice shall be given as set out below, but no defect in any such notice nor any failure to give all or any portion of any notice shall in any manner defeat the effectiveness of a call for redemption with respect to a Registered Owner as to which notice is given as prescribed above.

Each further notice of redemption shall contain the information required above for an official notice of redemption plus: (i) the date of original execution and delivery of the Series 2025 Bonds; (ii) the rate of interest borne by each Series 2025 Bond being redeemed; (iii) the maturity date of each Series 2025 Bond being redeemed; and (iv) any other descriptive information needed to identify accurately the Series 2025 Bonds being redeemed.

So long as the Series 2025 Bonds are registered in the name of DTC or its nominee, the Bond Register shall send notice of redemption to DTC, as Registered Owner, for dissemination. See APPENDIX E – "BOOK-ENTRY ONLY SYSTEM OF REGISTRATION OF OWNERSHIP OF BONDS".

Registration, Transfer and Exchange

So long as the Series 2025 Bonds are registered in the name of DTC or its nominee, the following paragraphs relating to transfer and exchange of Series 2025 Bonds do not apply to the Series 2025 Bonds. See APPENDIX E – "BOOK-ENTRY ONLY SYSTEM OF REGISTRATION OF OWNERSHIP OF BONDS".

Any Series 2025 Bond may be transferred upon the registration books maintained by the Bond Registrar upon delivery thereof to the designated office of the Bond Registrar accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Bond Registrar, duly executed by the Bondholder or his attorney-in-fact or legal representative, containing written instructions as to the details of the transfer of such Bond, along with the social security number or federal employer identification number of such transferee.

The City and the Bond Registrar may charge the Bondholder for the registration of every transfer or exchange of a Series 2025 Bond an amount sufficient to reimburse them for any tax, fee, expenses or any other governmental charge required to be paid with respect to the registration of such transfer or exchange, and may require that such amounts be paid before any such new Series 2025 Bond shall be delivered.

The City and the Bond Registrar shall not be required (a) to transfer or exchange any Series 2025 Bonds during a period beginning a the opening of business on the 15th day next preceding either any Interest Payment Date or any date of selection of Series 2025 Bonds or parts thereof to be redeemed, and ending at the closing of business on the Interest Payment Date or day on which the applicable notice of redemption is given; or (b) to transfer or exchange any Series 2025 Bonds selected, called or being called for redemption in whole or in part.

Replacement of Bonds Mutilated, Destroyed, Stolen or Lost

If any Series 2025 Bond shall become mutilated or be destroyed, stolen or lost, the Bond Registrar may in its discretion issue and deliver a new Series 2025 Bond, of like tenor as the mutilated, destroyed, stolen or lost Series 2025 Bonds, either in exchange and substitution for such mutilated Series 2025 Bond upon surrender and cancellation or, in lieu of and substitution for the Series 2025 Bond destroyed, stolen or lost, upon the owner furnishing the Bond Registrar and the City proof of his ownership of such Series 2025 Bond and indemnity in favor of both the City and the Bond Registrar, satisfactory to the City, and upon compliance with such other reasonable regulations and conditions as the Bond Registrar and City may prescribe, and paying (in advance if so required by the City or the Bond Registrar) such expenses as the City and the Bond Registrar may incur. All Series 2025 Bonds so surrendered shall be cancelled. If any such Series 2025 Bond shall have been matured or be about to mature, instead of issuing a substitute Series 2025 Bond, the Bond Registrar may pay the same, upon compliance with the foregoing conditions and requirements.

Any such duplicate Series Bonds issued pursuant to this section shall constitute original, additional contractual obligations on the part of the City, whether or not any lost, stolen or

destroyed Series 2025 Bonds are found; and shall be entitled to equal and proportionate benefits and rights with all other Series 2025 Bonds issued under the Bond Resolution.

SECURITY FOR THE SERIES 2025 BONDS

The Series 2025 Bonds constitute general obligations of the City. In each year while any of the Series 2025 Bonds are outstanding, there shall be assessed, levied and collected a tax, without limitation as to rate or amount, on all taxable property within the corporate limits of the City (excluding exemptions as provided by applicable law), in addition to all other taxes, sufficient in amount to pay the principal of and interest on the Series 2025 Bonds as the same shall become due.

The tax assessed, levied and collected for the security and payment of the Series 2025 Bonds shall be assessed, levied and collected, in the same manner and at the same time as other ad valorem taxes are assessed, levied and collected, and the proceeds of said tax shall be applied solely to the payment of the principal of and interest on the Series 2025 Bonds. On or before each interest or principal payment date for the Series 2025 Bonds, the City shall transfer to the Paying Agent for deposit in the Sinking Fund established under the Bond Resolution an amount sufficient to pay the principal of and interest on the Series 2025 Bonds then due and payable.

The full faith, credit and taxing power of the City are irrevocably pledged to the punctual payment of the principal of and interest on the Series 2025 Bonds as the same shall become due and payable. See "AD VALOREM TAXATION" herein.

No reserve account has been established or will be funded for the Series 2025 Bonds.

AD VALOREM TAXATION

General

The Bonds are general obligation bonds and are secured by the proceeds of a direct annual ad valorem property tax levied upon all taxable property within the City.

The laws of the State provide for a uniform procedure to be followed by all counties, municipalities, school districts and special districts for the levy and collection of ad valorem taxes on real and personal property. Pursuant to such laws, the County's property appraiser (the "County Property Appraiser") prepares an annual assessment roll for all taxing units within the County, including the City, and levies such millage, subject to constitutional limitations, as determined by each taxing unit, and the County Tax Collector (the "County Tax Collector") collects the ad valorem property taxes for all taxing units within the County, including the City. Since the ad valorem property taxes of all taxing units within a County are billed together by the County Tax Collector, each property owner is required to pay all such taxes without preference.

The Florida Constitution limits the aggregate rate of ad valorem taxes that may be levied on real and personal property. The limitation, except as noted below, is ten mills each for all county and municipal purposes. A mill is equal to one-tenth of one cent of one dollar or $1.00 for every

$1,000 of assessed value. There is no limitation as to rate or amount of ad valorem taxes approved by referendum for payment of indebtedness.

Each respective millage rate, except as limited by law, is set on the basis of estimates of revenue needs and total taxable property valuations within the taxing authority's respective jurisdiction. Ad valorem taxes are not levied in excess of actual budget requirements. In setting millage rates, the City is required by state law to assume not less than a 95% tax collection rate.

Property Assessment Procedures

Real and personal property valuations are determined each year as of January 1 by the County Property Appraiser's Office.

State law requires that all non-exempt property be assessed at one hundred percent (100%) of fair market value, with certain exceptions. Real property used for religious, educational, charitable, scientific, literary and governmental purposes are generally exempt from ad valorem taxation. In addition, Florida law provides special exemptions for widows, hospitals, nursing homes, certain disabled persons, homesteads, homes for the aged, disabled veterans and low-income senior citizens. Under Florida law, the first $25,000 of the assessed valuation of a homestead is exempt from taxation for a residence occupied by the owner on a permanent basis. In addition, several amendments to the Florida Constitution have been made to provide homeowners additional exemptions from taxation for certain homestead properties. See "AD VALOREM TAXATION - Property Tax Reform" herein. Agricultural land, noncommercial recreational land, inventory and livestock are assessed at less than one hundred percent (100%) of fair market value.

The assessment roll is prepared between each January 1 and July 1, with each taxpayer given notice of the proposed assessed value of his property in August. The property owner has the right to file an appeal with the Property Appraisal Adjustment Board, which considers petitions relating to assessments and exemptions. The Property Appraisal Adjustment Board certifies the assessment roll upon completion of the hearing of all appeals. Millage rates are then computed by the various taxing authorities and certified to the Property Appraiser, who applies the millage rates to the assessment roll. This procedure creates the tax roll that is then annually turned over to the County Tax Collector on or about the first Monday in October.

Section 194.104, Florida Statutes requires that taxpayers appealing the assessed value or assigned classification of their property must make a required partial payment of taxes on properties that will have a petition pending on or after the delinquency date (normally April 1). The statute further provides that a taxpayer's failure to make the required partial payment before the delinquency date (normally April 1) will result in the denial of the taxpayer's petition.

State law provides that tax liens are superior to all other liens, except prior United States Internal Revenue Service liens.

Property Tax Reform

In addition to the proposed amendments to the Florida Constitution hereinafter described (see "AD VALOREM TAXATION - Proposed Constitutional Amendments" herein), there have been several relatively recent amendments to the Florida Constitution affecting the assessment of property or the collection of ad valorem tax revenues. Such amendments are summarized below.

Save Our Homes Constitutional Amendment. By voter referendum held on November 3, 1992, Article VII, Section 4 of the Florida Constitution was amended to add a subsection which, in effect, limits the increases in assessed just value of homestead property to the lesser of (i) three percent (3%) of the assessment for the prior year or (ii) the percentage change in the Consumer Price Index for all urban consumers, U.S. City Average, all items 1967 = 100, or successor reports for the preceding calendar year as initially reported by the United States Department of Labor, Bureau of Labor Statistics. Further, the amendment provides that (i) no assessment shall exceed just value, (ii) after any change of ownership of homestead property or upon termination of homestead status, such property shall be reassessed at just value as of January 1 of the year following the year of sale or change of status, (iii) new homestead property shall be assessed at just value as of January 1 of the year following the establishment of the homestead, and (iv) changes, additions, reductions or improvements to homestead shall initially be assessed as provided for by general law, and thereafter, as provided in the amendment.

2006 Constitutional Amendments. In the November 7, 2006 general election Florida voters approved an amendment to the State Constitution to provide an increase in the homestead exemption, from $25,000 to $50,000, for certain low-income seniors, effective January 1, 2007. An amendment to the State Constitution was also approved in the November 7, 2006 election to provide a discount for certain permanently disabled veterans from the amount of ad valorem taxes collected from such veterans. The disabled veteran's amendment became effective on December 7, 2006.

January 2008 Constitutional Amendments. In the January 29, 2008 special election, Florida voters approved amendments to the State Constitution to exempt certain portions of a property's assessed value from taxation, and in certain cases limit increases in assessed value of non-homestead property. Certain provisions from such amendments are summarized below. Generally, the amendments approved January 29, 2008:

1. Provide for an additional $25,000 exemption for the assessed value of homestead property to increase the homestead exemption, for property owners using the standard homestead exemption, to $50,000 (thus doubling the existing homestead exemption for property with an assessed value equal to $50,000 or greater and increasing the homestead exemption to $75,000 for property owners eligible to use one of the special homestead exemptions and having property with an assessed value equal to or greater than $75,000). The additional $25,000 exemption, however, does not apply to school district taxes.

2. Permit owners of homestead property to transfer their "Save Our Homes" benefit (up to $500,000) to a new homestead property purchased within two (2) years of the sale of their previous homestead property to which such benefit applied if the just value of the new homestead is greater than or is equal to the just value of the prior homestead property. If the just value of the new homestead property is less than the just value of the prior homestead property, then owners of homestead property may transfer a proportional amount of their "Save Our Homes" benefit, such proportional amount being equal to the just value of the new homestead property divided by the just value of the prior homestead property, multiplied by the assessed value of the prior homestead property.

3. Exempt from ad valorem taxation $25,000 of the assessed value of property subject to tangible personal property tax.

4. Limit increases in the assessed value of non-homestead property to ten percent (10%) per year, subject to certain adjustments. The cap on annual increases is effective for a ten (10) year period, subject to extension by an affirmative vote of the Florida electorate. The

limitation on increases in assessed value of non-homestead property, however, does not apply to school district taxes.

The amendments approved in January 2008 became effective for the 2008 tax year (2008-2009 fiscal year for local governments).

November 2008 Constitutional Amendments. In the November 4, 2008 general election Florida voters approved amendments to the State Constitution to provide the Florida legislature with the authority to create exemptions or protections from special assessment for certain types of property subject to ad valorem taxation, including (i) exemptions for conservation lands and residential wind damage resistance and renewable energy source improvements and (ii) restrictions on the assessment of working waterfront properties. The constitutional amendments took effect on January 1, 2009.

November 2010 Constitutional Amendment. In the November 2, 2010 general election Florida voters approved an amendment to Article VII, Section 4 of the State Constitution to provide an additional homestead exemption to members of the military deployed on active duty outside the United States during the preceding year. The exemption is equal to the percentage number of days during the prior calendar year that the military homeowner was deployed outside the United States in support of military operations designated by the Florida legislature. This constitutional amendment took effect on January 1, 2011.

November 2012 Constitutional Amendments. In the November 6, 2012 general election Florida voters approved several amendments to the State Constitution affecting ad valorem taxation. Certain provisions from such amendments are summarized below. Generally, the amendments approved November 6, 2012.

1. Allow totally or partially disabled veterans who were not Florida residents at the time of entering military service to qualify for the combat-related disabled veteran's ad valorem tax discount on homestead property.

2. Provide the Florida legislature with the authority to:

(a) create ad valorem tax relief (up to the total amount of ad valorem tax owed on the homestead property) for (i) the surviving spouse of a veteran who died from service-connected causes while on active duty as a member of the United States Armed Forces and (ii) the surviving spouse of a first responder who died in the line of duty.

(b) permit counties and municipalities, by ordinance, to grant an additional homestead tax exemption (up to the assessed value of the homestead property) to certain low income seniors; provided (i) the homestead property has a just value of less than $250,000; and (ii) the owner (A) is at least sixty-five (65) years old, (B) has title to the property, (C) has maintained the homestead property as his or her permanent residence for at least twenty-five (25) years, and (D) has an annual household income less than $27,300 (which may be adjusted annually, based on the cost of living index).

The above described amendments approved by the voters of Florida on November 6, 2012 became effective on January 1, 2013. The Florida legislature created the ad valorem tax relief for the surviving spouse of a veteran, as described in subparagraph 2(a) above, in Florida Statutes Section 196.081.

In addition to the constitutional changes described above, the Florida legislature has passed various laws relating to ad valorem tax reform. The following paragraphs describe the principal changes.

In June 2007, the Florida legislature enacted Chapter 2007-321, Laws of Florida (2007) (the "Rollback Law"). The Rollback Law took effect immediately and affected governmental budgets prepared for fiscal year 2007-2008 and subsequent fiscal years. The Rollback Law required all counties, cities and special districts to "roll back" their fiscal year 2008 tax rates so that such governmental entities collected the same revenue in fiscal year 2008 that they collected in fiscal year 2007, plus a further 0% to 9% tax cut from fiscal year 2007 figures, depending on tax increases adopted by the individual county, city or special district since fiscal year 2002. Using the formula set forth in the Rollback Law, the City reduced its ad valorem tax rate for the collection of general fund operating revenues in Fiscal Year 2008 by 8.52% from its Fiscal Year 2007 collections. The Rollback Law further provides that, after fiscal year 2009, property tax rate growth in cities, counties and special districts cannot exceed the growth of new construction and per capita personal income. The City can exceed the new statutory cap on property tax rate growth (i) by up to ten percent (10%) following a two-thirds (2/3) majority vote of the City Commission or (ii) by an unlimited amount following a three-fourths (3/4) majority vote of the City Commission or approval by the electors of the City via referendum.

In 2012 the Florida Legislature enacted Chapter 2012-193, Laws of Florida (HB 7097). Section 17 of this bill provides that the base $25,000 homestead exemption and the additional $25,000 non-school levy homestead exemption apply before all other homestead exemptions, which are then to be applied in a manner that results in the lowest taxable value. Section 25 of the bill provides that land, buildings and other improvements to real property used exclusively for educational purposes shall be deemed owned by an educational institution for the purpose of an ad valorem exemption if the entity owning 100 percent of the land is a nonprofit entity and the land is used, under a ground lease or other contractual arrangement, by an educational institution that owns the buildings and other improvements to the real property, is a nonprofit entity under Section 501(c)(3) of the Internal Revenue Code, and provides education limited to students in prekindergarten through grade eight. Section 26 of the bill grants an exemption to all property of municipalities if used as an essential ancillary function of a facility constructed with financing obtained in part by pledging proceeds from the convention development tax, which facility is upon exempt or immune federal, state, or county property.

During the 2013 legislative sessions the Florida legislature enacted other laws to provide additional limitations on the assessment of property in Florida or restrictions on the collection of ad valorem tax revenues. Such laws include:

(1) Florida Senate Bill 1830, effective as of July 1, 2013, which (i) gives long-term lessees the ability to retain their homestead exemption and related assessment limitations and exemptions in certain instances and extends the time for property owners to appeal value adjustment board decisions on transfers of assessment limitations to conform with general court filing time frames; (ii) inserts the term "algaculture" in the definition of "agricultural purpose" and inserts the term "aquacultural crops" in the provision specifying the valuation of certain annual agricultural crops, nonbearing fruit trees and nursery stock; (iii) allows for an automatic renewal for assessment reductions related to certain additions to homestead properties used as living quarters for a parent or grandparent and aligns related appeal and penalty provisions to those for other homestead exemptions; (iv) deletes a statutory requirement that the owner of Florida real property permanently reside upon such property in order to qualify for a homestead exemption; by

deleting such statutory requirement, non-resident owners of property are allowed to claim a homestead exemption if a person legally or naturally dependent upon the owner permanently resides on such property; (v) makes clear that counties and cities may provide property tax exemptions for certain low income persons age sixty-five (65) and older; (vi) removes a residency requirement that a senior disabled veteran must have been a Florida resident at the time they entered military service in order to qualify for certain property tax exemptions; (vii) repeals the ability for limited liability partnerships with a general partner that is a charitable 501(c)(3) organization to qualify for the affordable housing property tax exemption; and (viii) exempts from property taxes property used exclusively for educational purposes when the entities that own the property and the educational facility are owned by the same natural persons.

(2) Florida House Bill 277, effective on July 1, 2013, which provides that certain renewable energy devices are exempt from being considered when calculating the assessed value of residential property, provided such devices were installed on or after January 1, 2013.

In 2013 the Florida Legislature passed House Bill 277 ("HB 277"), which was signed into law by the Governor. HB 277 provides that certain renewable energy devices are exempt from being considered when calculating the assessed value of residential property. HB 277 only applies to devices installed on or after January 1, 2013. HB 277 took effect on July 1, 2013.

In 2013 the Florida Legislature passed House Bill 1193 ("HB 1193"), which was signed into law by the Governor. HB 1193 eliminated three ways in which the property appraiser had authority to reclassify agricultural land as non-agricultural land. Additionally, HB 1193 relieves the Value Adjustment Board of the authority to review applications for exemptions on its own motion. HB 1193 applies retroactively to January 1, 2013.

Also in 2013, the Florida Legislature passed SB 342 which allows for the rental of homestead property for up to 30 days per calendar year without the property being considered abandoned as a homestead. If the homestead property is rented for more than 30 days for two consecutive years, it is considered abandoned as a homestead, and homestead-related ad valorem tax benefits will be lost. This bill became effective on July 1, 2013.

In 2015, the Florida Legislature passed HB 361 which grants certain leasehold interests and improvements to land owned by the U.S. or an agency thereof, a branch of the U.S. Armed Forces, or a quasi-governmental agency, an exemption from ad valorem taxation. The bill exempts such leasehold interests and improvements without need to apply for the exemption or for the property appraiser to approve exemption. This bill was signed into law on May 21, 2015 and applies retroactively to January 1, 2007.

During the Florida Legislature's 2016 Regular Session, it passed House Joint Resolution 275 ("HJR 275") which became HB No. 277, amending Section 196.075, Florida Statutes, to allow certain low income seniors to continue receiving the Additional Homestead Exemption if the homestead's just value rises above $250,000 either due to changes in the market or because of additions or improvements made to the property. In addition, individuals who were granted the Additional Homestead Exemption in prior years, but became ineligible for the Additional Homestead Exemption because the just value of the individual's homestead rose above $250,000, may regain the Additional Homestead Exemption by reapplying. The just value determination for such person will be the just value as determined in the first tax year that the owner applied for and was eligible for the Additional Homestead Exemption, regardless of the current just value of his or her homestead property. The amendment was approved by voter referendum at the November

8, 2016 general election. The amendment took effect on January 1, 2017 and applies retroactively to the 2013 tax roll for any person who received the exemption under Section 196.075(2)(b) before the January 1, 2017 effective date.

During the 2021 legislative session, House Bill 7061 ("HB 7061") was passed and signed into law by the Governor which included certain provisions which apply to property taxes, including: (i) increasing a property tax discount from 50% to a full exemption for certain multifamily projects that provide affordable housing to low-income families; (ii) clarifying the application of an exemption from ad valorem taxation for portions of property used for charitable, religious, scientific, or literary purposes; (iii) provided property tax relief for elevation of certain properties vulnerable to flooding; (iv) allowing certain transfers of property without loss of homestead protection; (v) providing tax exemptions for property used by an educational institution for educational purposes; (vi) requiring the tax collector to accept late payments on the first installment of prepaid property taxes, and removed the late payment penalty for those payments; and (vii) removing the requirement for certain hospitals to report charitable services.

During the 2022 legislative session, the State Senate and House passed House Bill 777 ("HB 777"), which requires a local government to seek voter approval at a general election prior to levying certain optional local taxes to be held at a general election. The bill, which took effect on October 1, 2022, applies to the following local option taxes: tourist development taxes; tourist impact taxes; ad valorem taxes levied by a children's services independent special district; county, municipal and school district voted millage increase and local option fuel taxes.

On March 28, 2023, the Governor signed into law Senate Bill 102 (the "Live Local Act"), effective July 1, 2023. In addition to certain changes affecting the application of land use and zoning rules by local governments to promote the development of affordable housing, the Live Local Act provides a 75% to 100% exemption from ad valorem taxes for certain affordable housing.

During the 2024 Florida Legislative session, the Florida Legislature passed House Joint Resolution 7017 ("HJR 7017"), which became HB 7019, amending the Florida Constitution to require an annual adjustment for inflation to the value of current or future homestead exemptions. The amendment was approved by voter referendum at the November 5, 2024 general election and went into effect January 1, 2025. The amendment will result in annual increases in the homestead exemption applicable to certain eligible properties and thereby reduce ad valorem tax revenue collections. However, the City does not expect that HJR 7017, as approved by the voters, will have a material, adverse impact on its ability to pay debt service on the Series 2025 Bonds.

The amendments to the Florida Constitution, the Rollback Law and the other laws enacted by the Florida legislature described above affect the assessed value of real property subject to ad valorem taxation and the rates that may be used to tax such assessed value. However, the Rollback Law and such other laws and Constitutional amendments do not affect the City's ability to levy ad valorem taxes (without limitation as to amount) to make all required payments of debt service on its general obligation bonds, including the Series 2025 Bonds. No assurance can be provided, however, that similar amendments or legislative proposals will not be introduced or enacted in the future that would have a material adverse impact on the finances of the City. See "AD VALOREM TAXATION - Proposed Constitutional Amendments" herein.

Procedure for Ad Valorem Tax Collection

All property taxes are due and payable on November 1 of each year or as soon thereafter as the assessment roll is certified and delivered to the Division. A notice is mailed to each property owner in the City on the assessment roll for the taxes levied by the County, the Broward County School District and other taxing authorities within the County, including the City. Taxes may be paid upon receipt of such notice with discounts at the rate of four percent (4%) if paid in the month of November, three percent (3%) if paid in the month of December, two percent (2%) if paid in the month of January and one percent (1%) if paid in the month of February. Taxes paid during the month of March are without discount.

All unpaid taxes on real and personal property become delinquent on April 1 of the year following the year in which taxes were levied, or within sixty (60) days after the mailing of the original tax notice of the final assessment rate, whichever is later. All taxes collected are distributed to the governmental unit levying the taxes. The Division is required to distribute taxes collected to each governmental unit in the County, including the City, at least four (4) times during the first two (2) months after the tax roll is delivered to the Division and once a month thereafter.

Sale of Tax Certificates

If the landowner is delinquent in the payment of real property taxes, the Division is required to sell tax certificates on or before June 1 or sixty (60) days after the taxes have become delinquent, whichever is later, and after notice of the sale has been advertised in a local newspaper once each week for four weeks. The landowner may, prior to the sale of tax certificates, pay delinquent taxes plus an interest charge of eighteen percent (18%) per annum on the delinquent amount, the landowner's proportionate cost of the advertisement of tax certificates, and other costs and charges. The tax certificates shall be sold to the person who pays the taxes owing and interest thereon to the date of sale at the rate of eighteen percent (18%) per annum, pays certain costs, and accepts the lowest interest rate to be borne by the certificates (but not more than 18%). If there are no bidders, the County must hold, but not pay for, tax certificates with respect to the property bearing interest at the maximum legal rate of interest, which is currently eighteen percent (18%) per annum. The County may sell such certificates to the public at any time at the principal amount thereof plus interest at the rate of not more than eighteen percent (18%) per annum and a fee. The proceeds of tax certificates, plus interest, are required to be distributed by the Division, on or prior to sixty (60) days after the tax certificates sale, to the various taxing authorities, including the City.

Any tax certificates may be redeemed and canceled by the holder thereof, so long as such redemption occurs prior to the time a tax deed (as described below) is issued. The person effecting such redemption must pay the face amount of the certificate, plus interest at a rate which shall be the greater of the rate borne by the certificate or five percent (5%) of the face amount of the tax certificate (unless the rate bid was zero percent), plus costs and other charges. The proceeds of such a redemption are paid to the Division, which remits to the holder of the tax certificate the proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is effected by purchases of such certificates from the County, as described in the preceding paragraph.

Sale of Tax Deeds

The private holder of a tax sale certificate which has not been redeemed has seven (7) years from the date of issuance in which to act against the property. After an initial period of two (2) years during which action against the property is held in abeyance to allow for sales and redemptions of tax certificates, tax certificate holders may apply for a tax deed. The applicant is required to pay to the Division all amounts required to redeem all other outstanding tax certificates on the property which are not held by him, and any omitted taxes or delinquent taxes, plus interest. Thereafter, the property is advertised for public sale at auction to the highest bidder.

In any such public sale, the holder of the tax certificate who is seeking a tax deed for non-homestead property is deemed to submit a minimum bid equal to the amount required to redeem the certificate, charges for cost of sale, redemption of other certificates on the property, and all other amounts paid by such holder to apply for the tax deed, plus interest thereon. In the case of homestead property, the minimum bid must also include an additional amount equal to one-half of the assessed value of the homestead. If there are no other bidders, the holder of the tax certificate receives title to the property and the amounts paid for the certificate and for application for the tax deed are credited toward the purchase price. If there are other bidders, the holder of the tax certificate may enter the bidding. The highest bidder is awarded title to the property. Such bidder must pay documentary stamp taxes and recording fees in addition to his bid. The portion of proceeds of such sale needed to redeem the tax certificate (and all other amounts paid by such person in applying for a tax deed) are forwarded to the holder thereof or credited to such holder if he is the successful bidder, after payment of documentary stamp taxes and recording fees, cost of advertising and clerk's fees. Excess proceeds are distributed first to satisfy other governmental liens held by governmental units against the property and then to other lienholders of record and then to the former title holder of the property, less service charges.

If the County holds a certificate and has not succeeded in selling it, the County must (if the property is worth $5,000 or more) or may, in its discretion (if the property is worth less than $5,000), apply for a tax deed sale after the County's ownership of such certificate for two (2) years. The County pays costs and fees to the tax collector but not any amount to redeem other outstanding certificates covering the property. The costs and fees consist of the tax collector's costs in obtaining an abstract or title search, the clerk's fee for processing the application, the cost of advertising the sale, and the sheriff's cost for service of notice. The public bidding on the non-homestead property must start at a minimum bid equal to the value of all outstanding certificates, plus other delinquent tax charges and costs. The minimum bid on homestead property must also include an additional amount equal to one-half of the assessed value of the homestead. If there are no bidders, the County may purchase the property for the minimum bid price. After ninety (90) days have passed, any other person or governmental unit may purchase the property by paying the minimum bid price. Taxes accruing after the date of public sale do not require repetition of this process but are added to the minimum bid. Seven (7) years after the date of public sale, unsold property escheats to the County or, if the property is located within a municipality, to the municipality, and all tax certificates and liens against the property shall be canceled and a deed vesting title in the Board of County Commissioners of the County or the governing body of the municipality, as applicable, shall be executed.

Proposed Constitutional Amendments

There have been numerous amendments to the Constitution of the State affecting ad valorem property taxes in Florida. See "AD VALOREM TAXATION - Property Tax Reform" herein. In addition, Constitutional amendments and legislative measures to expand exemptions from taxation or further restrict ad valorem tax payment requirements have been proposed during most of the recent election cycles and sessions of the Florida legislature. To become effective, amendments to the Constitution of the State, which are required to modify, or to provide the authority to modify, existing ad valorem tax requirements, must be approved by at least sixty percent (60%) of the voters of the State.

During the 2025 Florida Legislative session, the Florida Legislature has proposed (i) House Bill 357 ("HJR 357") proposing an amendment to the Florida Constitution to increase the homestead exemption for all properties to $100,000; (ii) House Bill 1257 ("HJR 1257") proposing an amendment to the Florida Constitution to provide the same exemptions and assessment limitations granted homestead property to certain real property subject to long-term lease; and (iii) Senate Bill 852 and Senate Bill 7034 ("SB 852/7034") establishing a framework for the elimination of property taxes and directing state economists to study the implications of permanently reducing or eliminating property taxes. If adopted by the Florida Legislature and signed by the Governor, the amendments proposed in HJR 357, HJR 1257 and SB 852/7034 will be on the ballot in the November 2025 general election. If passed by voters, the amendments could result in annual increases in the homestead exemption applicable to certain eligible properties and thereby reduce ad valorem tax revenue collections, or eliminate property taxes entirely.

Historically, various legislative proposals and constitutional amendments relating to ad valorem taxation have been introduced in each session of the State legislature. Many of these proposals have provided for new or increased exemptions to ad valorem taxation and limited increases in assessed valuation of certain types of property or otherwise restricted the ability of local governments in the State to levy ad valorem taxes at current levels. There is no way to predict, with any reasonable degree of certainty, whether any additional property tax amendments will be proposed in the future or if any of the proposed amendments to the Florida Constitution affecting ad valorem taxation that may be presented actually will be presented to and passed by the Florida Legislature, signed by the Governor or approved by sixty percent (60%) of the voters of the State when presented in an election. There is also no way to predict, with any reasonable degree of certainty, the actual impact on available ad valorem tax revenues if any of the proposed amendments to the Florida Constitution or any additional property tax amendments that may be proposed in the future becomes a ballot question that is approved by sixty percent (60%) of the voters of Florida. However, the City is not aware of any planned legislative measure or amendment to the Florida Constitution that would have a material, adverse impact on its collection of ad valorem tax revenues.

Ad Valorem Historical Data and Debt Ratios

The following schedule reflects the total assessed value and total taxable value for operating millage of the City's taxable property in each of the past ten (10) years.

CITY OF PORT ORANGE, FLORIDA
ASSESSED VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS
(dollar amounts in thousands)

Fiscal Year Ended September 30,	Residential Property	Commercial Property	Industrial Property	Other Property	Less: Tax-Exempt Property	Total Just Value	Total Direct Tax Rate	Assessed Taxable Value	Assessed Value as a Percentage of Total Just Value
2015	$	$	$	$	$	$		$	%
2016									
2017									
2018									
2019									
2020									
2021									
2022									
2023									
2024									
2025									

Source: Volusia County Property Tax Appraiser

The following table shows the tax millage rates for the fiscal years 2015-2025 within the City.

MILLAGE RATES [(1)]
FOR A RESIDENT OF THE CITY OF PORT ORANGE, FLORIDA

FY	Port Orange	School Dist.	Volusia County	Other[(1)]	Total
2015	$	$	$	$	$
2016					
2017					
2018					
2019					
2020					
2021					
2022					
2023					
2024					
2025					

(1) Includes Florida Inland Nav. District, Ponce DeLeon Inlet and Port Authority, St. Johns River Water Management District, Mosquito Control District and Volusia Hospital District. Portions of the City are subject to taxes levied by the Halifax Hospital District rather than the Volusia Hospital District; in such areas the aggregate other millage would be lower than shown in the table.

The following table shows tax levies and tax collections in the City for fiscal years ended 2015 through 2024.

CITY OF PORT ORANGE, FLORIDA
TAX COLLECTION RECORDS

Fiscal Year	Total Tax Levy	Collected within the Fiscal Year of the Levy Amount	Collected within the Fiscal Year of the Levy Percent of	Collections In Subsequent Years	Total Collections to Date Amount	Total Collections to Date Percent of
2015	$	$	%		$	%
2016						
2017						
2018						
2019						
2020						
2021						
2022						
2023						
2024						

Source: County of Volusia, Florida, Property Appraisers Office

PRINCIPAL PROPERTY TAXPAYERS
September 30, 2024
CITY OF PORT ORANGE, FLORIDA

Taxpayer	Taxable Assessed Value	Percentage of Total Taxable Assessed Value
	$	%
Total taxable assessed value of the largest taxpayers		

Total taxable assessed value of other taxpayers	
Total taxable assessed value of all taxpayers	

Source: Volusia County Property Appraiser's Office

CITY OF PORT ORANGE, FLORIDA

Background

The City is one of 16 incorporated municipalities in Volusia County, Florida. The City is located in eastern Volusia County on the Atlantic Coast, immediately south of the City of Daytona Beach, 100 miles south of the City of Jacksonville, 50 miles northeast of the City of Orlando, and approximately 45 miles north of Cape Canaveral and the City of Titusville. The 2024 population of the City was approximately [_____] according to the Bureau of Economic and Business Research at the University of Florida. For additional information regarding the City, see APPENDIX A – "GENERAL INFORMATION PERTAINING TO THE CITY OF PORT ORANGE, FLORIDA AND VOLUSIA COUNTY, FLORIDA" hereto.

Municipal Government

The City is served by a Council-Manager form of government with an elected Mayor and four Council Members. The City Council is the principal legislative and governing body of the City, as provided by the Florida Constitution. The Mayor and Council Members are elected by the voters for staggered terms of four years each. The present Council Members and the dates on which their terms expire are as follows:

Council Members	Term Expires
Scott Stiltner, Mayor	December 2028
Tracy Grubbs, Vice Mayor	December 2026
Jonathan Foley	December 2026
Lance Green	December 2026
Shawn Goepfert	December 2028

No action of the City Council is binding unless adopted by the affirmative vote of three or more Council Members. Certain actions, such as authorizing the incurrence of debt, require an affirmative vote of four or more Council Members.

Administration

The City Manager is appointed and employed by the City Council and serves as the chief executive officer of the City. The City Manager oversees the day-to-day operations of those departments and activities under the City Council, makes policy recommendations to the City Council and performs other duties assigned to him by the City Council.

The Finance Director prepares the annual budget for approval by the City Council, and recommends debt issuance or other borrowing plans when necessary. He prepares the five-year capital improvement program as outlined in the City's adopted Comprehensive Plan, and recommends funding resources necessary to implement such program.

The City Manager is assisted by an Assistant City Manager. The Finance Director also serves as the chief financial officer of the City.

Biographies of the key City administrative personnel are as follows:

Wayne Clark has held the position of City Manager of Port Orange, Florida, since [_____]. As the Chief Executive Officer of the city, he is responsible for day-to-day operations of the city, preparation and execution of the city budget, and working with city council to ensure the needs of the citizens are met with excellent service. Prior to joining the city he was [_____]. He holds a [_____] from [_____] and a [_____] from [_____].

Robin Fenwick, MMC has served as the Assistant City Manager since [_____] and also has served as the City Clerk since [_____]. She holds a [_____] from [_____] and a [_____] from [_____] and has over [__] years of experience in local government administration.

Mark E. Simpson, CPA. has served as the Finance Director of the City since March 31, 2025. Mr. Simpson has more than thirty years of experience in public and government finance, having also served as the Financial Services Director for the City of St. Augustine Florida and the Chief Financial Officer for the St. John's County Sherriff's Office. He is licensed as a Certified Public Accountant in Florida and holds the designation of Certified Public Finance Officer from the Government Finance Officers Association. The Finance Director earned a Bachelor's of Science in Accounting from the University of Florida and a Masters of Business Administration from University of North Florida.

Budgetary Process

The City is required by law to formulate and adopt annually a budget for all departments and activities and to hold required public hearings. On or before the first day of August each year, the City Manager submits the proposed budget to the Mayor and City Council. The budget shall provide a complete financial plan of all City funds and activities for the ensuing fiscal year. A public hearing is then held, and the proposed budget is adopted by September 30.

Florida laws require a balanced budget for municipalities and prohibits the governing body of any municipality from making appropriations in any one fiscal year which exceed the revenues available in such fiscal year.

Description of Financial Practices and Financial Statements

The financial statements of the City are prepared in conformity with Generally Accepted Accounting Principles. The City uses funds and accounts groups to report on its financial position and the results of its operations. A summary of significant accounting policies of the City is contained in the notes to the City's financial statements, which are included in APPENDIX B hereto.

The City has implemented GASB Statement No. 68, *Accounting and Financial Reporting for Pensions* ("GASB 68") for its FY2024 financial statements. GASB 68 requires local governmental employers with defined benefit pension plans to report the employers' proportionate share of the net pension liabilities and related pension amounts of the defined benefit pension plans. Implementing GASB 68 resulted in a decrease in the beginning net position/fund balance of the City due to the inclusion of City's combined proportionate share of the net pension liabilities. See Footnote ([___]) to the Annual Comprehensive Financial Report of the City for the Fiscal Year ended September 30, 2024, included herein as APPENDIX B.

ESTIMATED SOURCES AND USES OF FUNDS

The following table sets forth the estimated sources and uses of funds for the Series 2025 Bonds (exclusive of accrued interest).

SOURCES:

Par Amount of Series 2025 Bonds	$
Plus/Less Net Original Issue Premium/Discount	$
TOTAL SOURCES	$

USES:

Deposit to Series 2025 Project Fund	$
Costs of Issuance [(1)]	$
TOTAL USES	$

(1) Includes underwriter's discount, legal and advisory fees, and other costs.

DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled annual principal and interest requirements and the total annual debt service for the Series 2025 Bonds for each Bond Year ending April 1.

Bond Year Ending April 1	Principal	Interest	Annual Debt Service

FINANCIAL STATEMENTS

Included in APPENDIX B is the Annual Comprehensive Financial Report of the City for the Fiscal Year ended September 30, 2024. The financial statements of the City as of September 30, 2024 have been audited by James Moore & Co. P.L. as stated in their report also appearing in APPENDIX B. James Moore & Co. P.L. has not participated in the preparation of this Official Statement and has not performed any additional procedures relating to the information herein.

INVESTMENT POLICY [UPDATE]

The City's current investment policy was revised by the City Council in [2016] and applies to all cash and investments held or controlled by the City with the exception of pension funds, funds held by state agencies, funds related to the issuance of debt where there are existing policies or indentures in effect, and future revenues subject to other conflicting statutory investment requirements. The foremost objective of the investment policy is safety of principal; additional objectives are the maintenance of liquidity and the rate of return.

The City Manager is charged with providing oversight and direction in regard to the management of the investment program while daily management responsibility rests with the Financial Director. The Finance Director is to provide the City Manager with quarterly investment reports and the City Council with an annual report on all invested funds and performance. The City has established an Investment Committee for the purpose of formulating alternative investment strategies and short-range guidance within the guidelines set forth in the investment policy and monitoring performance. The Investment Committee consists of the City Manager, Finance Director, Accounting and Budget Manager and a City Council member and other members designated from time to time.

Investments of current operating funds are to have maturities of no longer than twenty four (24) months. Investments of bond reserves, construction funds and other non-operating funds are to have maturities of no longer than ten (10) years, except to meet specific construction draw schedules or other predetermined operating, capital needs or to satisfy debt obligations, but in no event longer than 30 years. Investment in any derivative products or the use of reverse repurchase agreements requires specific City Council approval prior to their use.

The investment policy was adopted by a resolution of the City Council. The Finance Director, Accounting and Budget Manager and the Investment Committee review the investment policy annually and the City Council is required to approve any modification.

Additional information relating to the City's investment policy and the investment of its funds is set forth in APPENDIX B, the Annual Comprehensive Financial Report of the City for the Fiscal Year ended September 30, 2024, under footnote ([14]).]

LITIGATION

The City is a defendant from time to time in various lawsuits. It is the opinion of the City Attorney that none of the actions presently pending will have a material effect upon the finances of the City or its levy and collect ad valorem taxes for payment of the Series 2025 Bonds. There is no pending or, to the knowledge of the City, threatened, litigation against the City which in any

way questions or affects the validity of the Series 2025 Bonds, or any proceedings or transactions relating to their issuance, sale, delivery or payment.

TAX MATTERS

In the opinion of Akerman LLP, Bond Counsel, under existing laws, regulations, published rulings and judicial decisions, interest on the Series 2025 Bonds is excludable from gross income of the holders thereof for federal income tax purposes under Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code") and is not an item of tax preference for purposes of the federal alternative minimum tax; however, such interest may be included in the "adjusted financial statement income" of certain corporations that are subject to the alternative minimum tax under Section 55 of the Code. An opinion to those effects will be included in the legal opinion of Bond Counsel.

The Code prescribes a number of qualifications and conditions for the interest on state and local government obligations to be and remain excluded from gross income for federal income tax purposes, some of which, including provisions for potential payments by the City to the federal government, require future or continued compliance after issuance of the Series 2025 Bonds in order for the interest to be and to continue to be so excluded from the date of issuance of the Series 2025 Bonds. The City has made certain representations and certifications, and has covenanted to comply with the applicable provisions of the Code including those which require the City to take or omit to take certain actions after issuance of the Series 2025 Bonds. The opinion of Bond Counsel described above will assume the accuracy of the City's representations and certifications and will assume the compliance by the City with the provisions of the Code described above. Bond Counsel will not independently verify the accuracy of the certifications and representations made by the City. No opinion is expressed by Bond Counsel with respect to the tax-exempt status of the interest on the Series 2025 Bonds in the event of noncompliance with provisions of the Code which require the City to take or omit to take certain actions after the issuance of the Series 2025 Bonds. The failure of the City to comply with such provisions may cause the interest on the Series 2025 Bonds to become taxable retroactive to the date of issuance of the Series 2025 Bonds. The City has covenanted to comply with such requirements.

Except as described above, Bond Counsel has not, and will not, express an opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of the Series 2025 Bonds. Prospective purchasers should be aware that ownership of the Series 2025 Bonds may result in other collateral federal tax consequences. The applicability and extent of these or other tax consequences will depend upon the tax status or other tax attributes of the owners of the Series 2025 Bonds. Prospective purchasers of the Series 2025 Bonds, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States of America), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of social security or railroad retirement benefits, taxpayers entitled to claim the earned income credit, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, should consult their own tax advisors with respect to such tax consequences. In addition, prospective purchasers of the Series 2025 Bonds at other than their original issue or the respective prices indicated on the front cover should consult their on tax advisors as to other tax consequences.

The opinion of Bond Counsel does not cover the treatment for federal income tax purposes of any monies received in payment of or in respect to the Series 2025 Bonds subsequent to the occurrence of an Event of Default under the Bond Resolution.

Original Issue Discount

The Series 2025 Bonds maturing _____ 1 in the years _____, inclusive (collectively, the "Discount Bonds") are being offered and sold to the public at an original issue discount ("OID"). OID is the excess of the stated redemption price at maturity (the face amount) over the "issue price" of such Series 2025 Bonds. The issue price of a Discount Bond is the initial offering price to the public (other than to bond houses, brokers or similar persons acting in the capacity of underwriters or wholesalers) at which a substantial amount of the Discount Bond of the same maturity are sold pursuant to that offering. For federal income tax purposes, OID accrues actuarially to the holder of a Discount Bond over the period to maturity based on the constant interest rate method. With respect to an initial purchaser of a Discount Bond at its issue price, the portion of OID that accrues during the period the purchaser owns the Discount Bond (i) is interest excludable from the purchaser's gross income for federal income tax purposes to the same extent and subject to the same considerations discussed above as other interest on the Series 2025 Bonds, and (ii) is added to the purchaser's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Bond. A purchaser of a Discount Bond at its issue price in the initial public offering who holds that Discount Bond to maturity will realize no gain or loss upon the retirement of that Bond. Registered owners of Discount Bonds should consult their own tax advisers as to the determination for federal income tax purposes of the amount of OID properly accruable each year with respect to the Discount Bond, and as to other federal tax consequences and any state and local tax aspects of owning Series 2025 Bonds.

Original Issue Premium

The Series 2025 Bonds maturing _____ 1, in the years _____, inclusive (collectively, the "Premium Bonds") were offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity. That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of the Premium Bonds, based on the yield to maturity of that Premium Bond (or, in the case of a Premium Bond callable prior to maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Bond), compounded semiannually. No portion of the bond premium is deductible by the owner of the Premium Bonds. For purposes of determining the owner's gain or loss on the sale, redemption at maturity or other disposition of a Premium Bond, the owner's tax basis in the Premium Bond is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes upon the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by that owner for the Premium Bond. A purchaser of a Premium Bond at its issue price in the initial public offering who holds that Premium Bond to maturity (or, in the case of a callable Premium Bond, its earlier call date that results in the lowest yield on the Premium Bond) will realize no gain or loss upon the retirement of that Premium Bond. Owners of the Premium Bonds should consult their own tax advisors as to the determination for federal income tax purposes of the amount of bond premium properly accruable each year with respect to the Premium Bonds,

and as to other federal tax consequences and any state and local tax aspects of owning Premium Bonds.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Series 2025 Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2025 Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Series 2025 Bonds, under certain circumstances, to "backup withholding" at the rate specified in the Code with respect to payments on the Series 2025 Bonds and proceeds from the sale of Series 2025 Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2025 Bonds. This withholding generally applies if the owner of Series 2025 Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Series 2025 Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

Florida Tax Matters

It is also the opinion of Bond Counsel that, under existing law, the Series 2025 Bonds and the interest thereon are exempt from taxation under the laws of the State of Florida, except as to estate taxes imposed by Chapter 198, Florida Statutes, as amended, and net income and franchise taxes imposed by Chapter 220, Florida Statutes, as amended.

Federal and State Tax Legislation

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to under this heading "TAX MATTERS" or adversely affect the market value of the Series 2025 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2025 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2025 Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2025 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based on existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2025 Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

ADDITIONAL RISK FACTORS

Prospective investors should be aware of the following additional risk factors, which, if realized to a sufficient degree, could delay or prevent complete payment of the principal of and interest on the Series 2025 Bonds. The information appearing under this caption does not purport to summarize all of the risks that may be associated with purchasing or owning the Series 2025 Bonds and prospective purchasers are advised to read this Official Statement in its entirety for a more complete description of investment considerations relating to the Series 2025 Bonds.

Natural Disasters and Climate Change

The State is naturally susceptible to the effects of extreme weather events and natural disasters including floods, droughts and hurricanes which could result in negative economic impacts on communities such as the City. Such effects can be exacerbated by change in climate. The occurrence of such extreme weather events could damage the local infrastructure that provides essential services to the City. The economic impacts resulting from such extreme weather events could include a loss of property values, a decline in revenue base, and escalated recovery costs. No assurance can be given as to whether future extreme weather events will occur that could materially impair the financial condition of the City.

[The City leverages resources through a hybrid approach to emergency management with an integrated emergency management plan where the City supports the Count, and the County supports the City during times of crisis. Through continuous monitoring and improvements, and thanks to support from millions in grant dollars, the City is investing in stormwater infrastructure to reduce flood risks for property owners from storm events.] [UPDATE]

Cyber Security

The City, like many other governmental entities, relies on a technology environment to conduct its operations. As such, it may face multiple cyber security threats including but not limited to hacking, viruses, malware and other attacks on computers, other sensitive digital systems, and networks. Increasingly, entities in every sector are being targeted by cyberattacks seeking to obtain confidential data or disrupt critical services. A rapidly changing cyber risk landscape may introduce new vulnerabilities that attackers/hackers can exploit in attempts to effect breaches or service disruptions. Employee error and/or malfeasance may also contribute to data loss or other system disruptions. Any such breach could compromise networks and the confidentiality, integrity and availability of systems and the information stored there.

[The City utilizes cutting edge tools to detect, prevent, monitor and secure technology infrastructure. In addition, the City follows best practices in implementing a comprehensive disaster recovery plan to reduce or eliminate impact from adverse events. The City has contracted with third-party experts to provide a security assessment and participates in independent testing annually. The City has [developed and fully implemented multi-factor authentication] and has developed policies to address: [patch management, acceptable use, anti-virus, user credentials and system access, critical Systems vulnerability assessments, physical access control, remote Access & incident response]. [UPDATE]

[The City has cyber security insurance which covers a range of services necessary if the City experienced a breach ($[_____] coverage per incident). To date, the City has never had

a breach. In addition, the City provides extensive training to employees and customizes targeted testing based on user performance. IT employees have relevant security training and certifications. However, there can be no assurance that any security and operational control measures implemented by the City will be completely successful to guard against and prevent cyber threats and attacks. The result of any such attack could impact operations and/or digital networks and the costs of remedying any such damage could be significant.] [UPDATE]

[Pandemic or Other Disease Outbreak

The City's financial results could be harmed by a national or localized outbreak of a highly contagious, epidemic or pandemic disease. Specifically, the outbreak of the highly contagious COVID-19 pandemic in the United States in March 2020 generally had a negative financial impact on local, state and national economies around the globe, including initially significantly increased unemployment in certain sectors including especially travel, hospitality and restaurants. This led to quarantine, remote work and other "social distancing" measures throughout the United States. While many of the effects of COVID-19 were temporary, it has altered the behavior of businesses and people in a manner resulting in changes in migratory trends and negative impacts on global and local economies, including supply chain issues and inflation. There can be no assurances that another outbreak of a highly contagious disease will not have negative impacts on the City and its finances, or on the collection of ad valorem revenues in the future. See "AD VALOREM TAXATION" herein.] [UPDATE]

LEGAL OPINION

Legal matters incident to the issuance of the Series 2025 Bonds and with regard to the tax-exempt status of the interest on the Series 2025 Bonds (see "TAX MATTERS" herein) are subject to the legal opinion of Akerman LLP, whose fees and expenses for legal services as Bond Counsel will be paid by the City from a portion of the proceeds of the Series 2025 Bonds. The signed legal opinion, dated and premised on law in effect as of the date of original delivery of the Series 2025 Bonds, will be delivered to the Underwriter at the time of original delivery.

The proposed text of the legal opinion is set forth as APPENDIX D. The actual legal opinion to be delivered may vary from that text if necessary to reflect facts and law on the date of delivery. The opinion will speak only as of its date, and subsequent distribution of it by recirculation of the Official Statement or otherwise shall create no implication that Bond Counsel has reviewed or expresses any opinion concerning any of the matters referenced in the opinion subsequent to its date.

Certain legal matters incident to the issuance of the Series 2025 Bonds will be passed upon for the City by Matthew J. Jones, Esq., City Attorney.

ADVISORS AND CONSULTANTS

The City has retained certain advisors and consultants in connection with the issuance of the Series 2025 Bonds. These advisors and consultants are compensated from a portion of the proceeds of the Series 2025 Bonds, identified as "Cost of Issuance" under the heading "SOURCES AND USES OF FUNDS" herein, and their compensation is, in some instances, contingent upon the issuance of the Series 2025 Bonds and the receipt of the proceeds thereof.

Financial Advisor. The City has retained Southeastern Investment Securities, L.L.C., Winter Park, Florida, as financial advisor (the "Financial Advisor") in connection with the preparation of the City's plan of financing and with respect to the authorization and issuance of the Series 2025 Bonds. The Financial Advisor is not obligated to undertake and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in the Official Statement.

Bond Counsel and Disclosure Counsel. Akerman LLP, Jacksonville, Florida, represents the City as Bond Counsel and Disclosure Counsel with respect to the issuance of the Series 2025 Bonds. As Disclosure Counsel, Akerman LLP is not obligated to undertake and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in the Official Statement.

UNDERWRITING

Hilltop Securities Inc. (the "Underwriter") has agreed, subject to the proceeding authorizing the issuance of the Series 2025 Bonds, to purchase the Series 2025 Bonds from the City, at a price of $_____ (consisting of the $_____ par amount, [plus/less] [net] original issue [premium/discount] of $_____ and less underwriter's discount of $_____), for the purpose of resale. The Underwriter has furnished the information in this Official Statement pertaining to the public offering price of the Series 2025 Bonds. The public offering price of the Series 2025 Bonds may be changed from time to time by the Underwriter, and the Underwriter may allow a concession from the public offering price to certain dealers. None of the Series 2025 Bonds will be delivered by the City to the Underwriter unless all of the Series 2025 Bonds are so delivered.

The Underwriter's obligations are subject to certain conditions precedent described in the Bond Purchase Agreement entered into between the City and the Underwriter, and the Underwriter will be obligated to purchase all of the Series 2025 Bonds if any Series 2025 Bonds are purchased. The Series 2025 Bonds may be offered and sold to certain dealers (including dealers depositing such Series 2025 Bonds into investment trusts) at prices lower than such public offering prices, and such public offering prices may be changed, from time to time, by the Underwriter.

RATING

Moody's Investors Service, Inc. ("Moody's") has assigned a rating of "[___] ([_____] outlook)" to the Series 2025 Bonds. Such rating reflects only the view of Moody's. There is no assurance that such rating will continue for any given period of time or that it will not be lowered or withdrawn entirely if in the rating agency's judgment circumstances so warrant. A downward change in or withdrawal of any of such rating may have an adverse effect on the market price of the Series 2025 Bonds. An explanation of the significance of Moody's ratings can be received from Moody's at the following address: Moody's Investor Service, Inc., 250 Greenwich Street, New York, New York 10007.

DISCLOSURE MATTERS

Required by Florida Blue Sky Regulations

Florida law requires the City to make a full and fair disclosure of any bonds or other debt obligations which it has issued or guaranteed and which are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served as a conduit issuer). The City is not and has not been in default as to principal of and interest on bonds or other debt obligations to which revenues of the City are pledged.

Although the City is not aware of any other default, it has not undertaken an independent review of bonds or other debt obligations for which it served only as a conduit issuer. To the extent any of such bonds or other debt obligations are in default as to the payment of principal and interest, the obligation of the City thereunder is limited solely to funds received from the party borrowing the proceeds of such bonds or other debt obligations, and the City is not obligated to pay principal of and interest on such bonds or debt obligations from any other funds of the City.

Certificate as to Official Statement

The execution and delivery of this Official Statement has been duly authorized by the City. At the time of delivery of Series 2025 Bonds to the Underwriter, the City will provide to the Underwriter a certificate (which may be included in a consolidated closing certificate of the City), signed by those City officials who signed this Official Statement, relating to the accuracy and completeness of this Official Statement and to its being a "final official statement" in the judgment of the City for the purposes of SEC Rule 15c2-12(b)(3).

Continuing Disclosure

The City has covenanted for the benefit of the Series 2025 Bondholders to provide certain financial information and operating data relating to the City and the Series 2025 Bonds in each year (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events in order to assist the Underwriter in complying with the continuing disclosure requirements of Rule 15c2-12 adopted by the SEC (the "Rule"). Such covenant will only apply so long as the Series 2025 Bonds remain outstanding. The Annual Report and any notices of enumerated events will be filed by the City with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system for municipal securities disclosures as described in the proposed form of Continuing Disclosure Certificate attached hereto as APPENDIX F (the "Continuing Disclosure Certificate") to be executed by the City at the time of issuance of the Series 2025 Bonds. The City will retain Digital Assurance Certification LLC, as dissemination agent.

The specific nature of the financial information, and of the type of events which trigger a disclosure obligation, and other details of the undertaking are described in APPENDIX F attached hereto. These covenants have been made. Failure of the City to comply with the provisions of the Continuing Disclosure Certificate will not constitute an event of default under the Bond Resolution. It is the position of the City that the sole and exclusive remedy of any holder of a Series 2025 Bond for enforcement of the provisions of the Continuing Disclosure Certificate will be an action of mandamus or specific performance to cause the City to comply with its obligations thereunder.

With respect to the Series 2025 Bonds, no party other than the City is obligated to provide, nor is expected to provide, any continuing disclosure information with respect to the Rule.

Historical Compliance with Continuing Disclosure Undertakings

The City has undertaken certain continuing disclosure obligations in prior continuing disclosure certificates in connection with its outstanding debt to provide certain financial and operating information and notices to EMMA. Within the last 5 years, the City has complied in all material respects with its existing continuing disclosure undertakings.

The City staff has reviewed the requirements of all its continuing disclosure undertaking with Disclosure Counsel. The City implemented procedures for ensuring compliance with the continuing disclosure requirements, including the designation of an officer that is responsible for continuing disclosure, subject to supervision of the City's Finance Director and the City Clerk. The City is undertaking a review of procedures and actions to assist with notification of rating changes and filing timelines. The City does not anticipate that there will be future compliance failures.

ACCURACY AND COMPLETENESS OF OFFICIAL STATEMENT

The references, excerpts and summaries of all documents, resolutions and ordinances referenced herein do not purport to be complete, comprehensive and definitive and each such reference, summary or excerpt is qualified in its entirety by reference to each such document, resolution and ordinance for full and complete statements of all matters of fact relating to Series 2025 Bonds, the security for and the repayment of Series 2025 Bonds and the rights and obligations of the holders thereof and to each such statute, report or instrument.

CITY OF PORT ORANGE, FLORIDA

By: /s/_____
Mayor

APPENDIX A

GENERAL INFORMATION PERTAINING TO THE CITY OF PORT ORANGE, FLORIDA AND VOLUSIA COUNTY, FLORIDA

The following information regarding the City of Port Orange, Florida, and Volusia County, Florida, is included only for the purposes of supplying general background information regarding the City. The information has been compiled on behalf of the City and such compilation involved oral and written communication with the various sources indicated. The information is subject to change, although efforts have been made to update the information where practicable.

[UPDATE]

CITY OF PORT ORANGE, FLORIDA

General Description and Location

The City of Port Orange, Florida (the "City"), encompasses approximately 28.8 square miles of land area. The City was established in 1867, was incorporated as a town in 1913, and in 1925 was incorporated as a city. The City is located in eastern Volusia County, Florida (the "County") on the Atlantic coast, immediately south of the City of Daytona Beach, 100 miles south of the City of Jacksonville, 50 miles northeast of the City of Orlando, and approximately 45 miles north of the Cities of Titusville and Cape Canaveral.

The City is one of seven cities in the Halifax Area, in addition to four unincorporated communities. The Halifax Area consists of a peninsula section which consists of a long and narrow barrier strip lying between the Atlantic Ocean and the Halifax River and a mainland section which extends westward three or four miles from the Halifax River. The peninsula and mainland sections are connected by six bridges: one in Ormond Beach; four in Daytona Beach; and one at Port Orange. All bridges allow easy access to the 18-mile-long ocean beach.

VOLUSIA COUNTY, FLORIDA

Volusia County

The County is located in the eastern part of the State of Florida. It is bordered by the Atlantic Ocean to the east, Flagler and Putnam Counties to the north, Lake County to the west, and to the south by Seminole and Brevard Counties. The County lies approximately 100 miles south of Jacksonville, 119 miles northeast of Tampa, 34 miles northeast of Orlando and 231 miles from Tallahassee. The County was established in 1854 and became the 30th county in the State of Florida. In 1888, an election changed the County seat from Enterprise to Deland where it remains today.

Population

The 2024 population of Volusia County was approximately [_____] while the City of Port Orange had a population of approximately [_____] for the year 2024. The following table depicts population trends.

CITY OF PORT ORANGE, FLORIDA
AND VOLUSIA COUNTY, FLORIDA
POPULATION TRENDS 1970-2011

Fiscal Year Ended	Port Orange Population	% Change During the Period	Volusia County Population	% Change During the Period
1970	3,781	-	169,487	-
1980	18,756	17.06%	258,762	4.32%
1990	35,317	6.53	370,737	3.66
1995	39,750	2.39	405,578	1.81
2000	46,629	3.24	443,343	1.80
2010	56,402		505,050	
2015	58,656		503,851	
2016				
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				

Source: City population data for 1970, 1980, 1990, 2000, 2010 and 2020 are from the U.S. Department of Commerce, Bureau of the Census; estimated City population data for the remaining years was provided by the City. County population data for 1970, 1980, 1990, 2000, 2010 and 2020 are from the U.S. Department of Commerce, Bureau of the Census; population data for the remaining years from Bureau of Economic and Business Research, University of Florida.

Form of Government

The City is served by a Council-Manager form of government with an elected Mayor and four (4) Council Members. The Mayor and the Council Members are elected for staggered four-year terms. The City Council is governed by the City Charter and by state and local laws and regulations. The City Council is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Council appointed City Manager**.**

Listed below are the current Mayor and Council Members, their term expiration dates and their principal occupations.

Council Members	Position	District	Term Expires (December)	Occupation
Scott Stiltner	Mayor		2028	City Police Officer (Retired)
Jonathan Foley	Council Member	1	2026	Entertainment
Tracy Grubbs	Vice Mayor/Council Member	2	2026	Small Business Owner
Shawn Goepfert	Council Member	3	2028	Marketing
Lance Green	Council Member	4	2026	Construction

Accounting and Budgetary Process

The City follows these procedures in establishing the budgetary data reflected in the financial statements. No later than 60 days before the end of the fiscal year, the City Manager submits to the City Council a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them. Public hearings are conducted to obtain taxpayer comments. Prior to October 1, the budget is legally enacted through passage of a resolution. Additionally, the City Council may make supplemental appropriations for the year up to the amount of revenues in excess of those estimated. Once or twice a year, or as needed, a formal resolution (or ordinance) is drawn up summarizing all changes made previously and any adjustments appropriated at that time.

Employee's Pension Plans

The City maintains three separate single-employer, defined benefit pension plans. The City of Port Orange Fire and Rescue Pension Fund (the "Fire Plan") covers all of the City's fire and rescue personnel; the City of Port Orange Police Pension Fund (the "Police Plan") covers all of the City's police officers; the City of Port Orange General Employees' Defined Benefit Pension Fund (the "General Employee Plan") covers all other general employees of the City. These plans contain the assets, liabilities and net assets of each respective plan. The City also has a single employer healthcare plan for retired employees, the Post Retirement Benefits Plan. These defined benefit plans do not issue stand-alone financial reports and are not included in any other retirement system's or entity's financial report.

Eligible employees of the Fire Plan, Police Plan and General Employee Plan consist of full time state certified firefighters and/or paramedics, full-time sworn police officers, and other general employees, respectively, of the City.

The General Employee Plan originated as a defined contribution plan. However, on October 1, 2003, the defined contribution plan was terminated and converted into a defined benefit plan and the General Employee Plan was closed to new members effective September 30, 2010. General employees hired on or after October 1, 2010 may participate in the ICMA-RC Money Purchase Plan and Trust for general employees (401A Defined Contribution Plan). Members participating in a bargaining unit will continue to have access to the General Employee Plan unless this option is removed through future collective bargaining processes.

All specifics of various funding methods and determination of benefits are outlined in Chapters 175, 185 and 112 of the Florida Statutes. These statutes provide, in general, that funds are to be accumulated from employee contributions, City contributions, State appropriations (Police Plan and Fire Plan only), and investment earnings from accumulated funds. The statutes also provide that should the accumulated funds at any time be insufficient to meet and pay the benefits due, the City shall supplement the funds by an appropriation from current funds or from any revenues which may be lawfully used for said purposes in an amount sufficient to make up the deficiency.

The following chart summarizes the City's net pension liability and funded percent of the Fire Plan, Police Plan and General Employee Plan as of fiscal year ended 2023 and 2024. For an explanation of such terms and the calculation thereof, see Footnote ([__]) to the City's Financial Statements attached as APPENDIX A.

	Police Plan		Fire Plan		General Employees Plan	
Valuation Date (September 30)	Net Pension Liability	Funded Percent	Net Pension Liability	Funded Percent	Net Pension Liability	Funded Percent
	$	%	$	%	$	%
2023						
2024						

Dollar amounts in Millions.
Source: City of Port Orange Annual Comprehensive Financial Report

Additional information relating to the City's pension and post-retirement benefits plans, including the funding status thereof, is presented in APPENDIX B, the Annual Comprehensive Financial Report of the City for the Fiscal Year ended September 30, 2024, in footnotes ([__]), ([__]) and ([__]) thereof.

The City has been addressing unfunded liability by making payments in excess of legal requirements and expects to continue to improve the unfunded position of these plans. Nonetheless, this funding does take resources that would otherwise be available to the City for other purposes and is in excess of legal requirements; although the City currently expects to continue to improve the unfunded position, there is no assurance that the City will be able to continue the excess contribution. In addition, adverse financial market events could reduce the value of plan assets and require additional funding for the employee plans.

CITY OF PORT ORANGE, FLORIDA
PROPERTY TAX RATES – ALL OVERLAPPING GOVERNMENTS
LAST TEN FISCAL YEARS
September 30, 2024

	City of Port Orange				
FY	Operating	Debt Service	Total	School District	Volusia County
2015					
2016					
2017					
2018					
2019					
2020					
2021					
2022					
2023					
2024					

FY	Florida Inland Nav. Dist.	Volusia Hospital District	Halifax Hospital District	Ponce DeLeon Inlet and Port Authority	St. Johns River Water Management District	Mosquito Control District
2015						
2016						
2017						
2018						
2019						
2020						
2021						
2022						
2023						
2024						

Source: Volusia County Property Tax Appraiser - Report DR-403 BM
2024 Tax Rolls - Municipalities

The following table shows the total outstanding general obligation debt of the City and the ratio of such debt to the City's actual taxable property values and to the City's obligation on a per capita basis for the last ten (10) Fiscal Years.

Ratio of Net General Obligation Debt
City of Port Orange, Florida

Fiscal Year Ended September 30	Assessed Taxable Value[(1)]	Net General Bonded Debt	Assessed Net General Bonded Debt	Estimated Population[(2)]	Net General Bonded Debt Per Capita
2015	$	$	%		$
2016					
2017					
2018					
2019					
2020					
2021					
2022					
2023					
2024					

Source: (1) Volusia County Property Tax Appraiser
(2) University of Florida, Bureau of Economic and Business Research

The following table shows the general obligation direct and overlapping debt of the City, as of September 30, 2024, and the estimated percent of such debt that is applicable to the City. For more information concerning the general obligation debt of the City, see APPENDIX B – "BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024."

Direct and Overlapping Debt
City of Port Orange, Florida

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable to City [(1)]	City's Estimated Share of Overlapping Net Debt

Source: City of Port Orange, Florida Annual Comprehensive Financial Report for Fiscal Year Ended September 30, 2024.

(1) Percentage applicable to City was determined by taking the City's assessed taxable value and dividing it by Volusia County's assessed taxable value for tax year [20__].

PRINCIPAL EMPLOYERS
September 30, 2024
CITY OF PORT ORANGE, FLORIDA

Employer	Total Employees	Rank

Sources:

CIVILIAN LABOR FORCE SUMMARY
VOLUSIA COUNTY, FLORIDA

Calendar Year	Civilian Labor Force	Employment	Unemployment	Annual Average Percentage Unemployment
2015				
2016				
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				

Source: Volusia County Data and Reports Page

UNEMPLOYMENT STATISTICS

	City of Port Orange					State of Florida				
	2020	2021	2022	2023	2024	2020	2021	2022	2023	2024
January	%	%	%	%	%	%	%	%	%	%
February										
March										
April										
May										
June										
July										
August										
September										
October										
November										
December										

Source: State of Florida, Department of Economic Opportunity

BUILDING PERMIT ACTIVITY
CITY OF PORT ORANGE, FLORIDA
LAST TEN YEARS

Fiscal Year Ended	Commercial Construction Applications	Additional Commercial Permitted Value	Residential Construction Applications	Additional Residential Permitted Value
2015				
2016				
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				

Source: City of Port Orange, Florida

Tourism and Recreation

The City is located immediately south of Daytona Beach and as a result is impacted by the year-round tourism industry. The many visitors are drawn to the area due to the mild climate, desirable beaches and excellent Atlantic Ocean-front accommodations. The Intracoastal Waterway, which parallels the beach, the St. John's River and its numerous tributaries, estuaries and lakes provide boating, fishing and year-round recreation.

Central Florida now draws more than [___] million tourists annually, many of who include the County as part of a regional package of places to visit. There are 47 miles of Atlantic Ocean beaches centered on Daytona Beach. Major attractions convenient to the City include the Daytona Beach International Speedway in Daytona Beach, Walt Disney World and Universal Studios in Orlando and the Kennedy Space Center at Cape Canaveral.

Community Facilities

The City's recreation department provides various facilities for its residents, including a municipal golf course, [26] athletic fields, [18] tennis courts, [10] playgrounds, [8] boat ramps, [6] boardwalks/fishing piers, [2] adult activity centers and [2] gymnasiums. The recreation department offers a wide range of athletic programs for adults and youths. A variety of summer programs are offered for youths. Numerous fraternal and civic organizations, as well as city departments, utilize the activities center and civic center for meetings, classes and special events and other community activities. The City currently operates [28] parks and facilities with more than [485] acres of park land.

Healthcare Facilities

Halifax Health Medical Center of Port Orange is an [__]-bed community hospital that features a round-the-clock Emergency Department, four operating rooms and private patient rooms. The Emergency Department is open 24 hours a day, seven days a week, with a total of [__] beds. [__] of the [__] beds are designated as "Fast Track" beds for patients with minor injuries and illnesses. Highly trained emergency physicians and nurses treat most emergencies on-site.

Transportation Facilities

The Halifax Area is served by an adequate highway system of main north arteries, including U.S. Highway 1 and State Highway A1A, which joins U.S. Highway 1 at Port Orange via the Port Orange Bridge, and U.S. Highway 92, which runs west across the state to Tampa. Interstate Highway 4 provides a limited access route from the Halifax area to the Orlando and Tampa-St. Petersburg areas and connects to other north-south expressways. Interstate Highway 95 provides rapid highway transportation along the entire Atlantic Coast.

Transportation by water is available through the Intracoastal Waterway, which is used by private yachts, tug boats, barges, and similar craft. The Ponce de Leon Inlet affords access to the Atlantic Ocean from the Intracoastal Waterway and is used by fishing and pleasure craft.

The Halifax Area derives freight service by the main line of the Florida East Coast Railway. Greyhound/Trailways bus lines furnish interstate bus transportation to the Halifax Area. Rail transportation is available by AMTRAK at DeLand.

Air travel to the Daytona Beach International Airport is available by Delta Airlines, American Airlines, Avelo and Breeze. Additional private air service and executive air travel as well as air freight are provided through the New Smyrna Beach Municipal Airport, DeLand Municipal Airport, Ormond Beach Municipal Airport and Spruce Creek Airport, all located within the County. Additional international and domestic air service is provided by Orlando International Airport in adjacent Orange County.

Educational Facilities

The City has [six] elementary schools, [two] middle school and [two] senior high schools. Enrollment for the [2024/2025] school year is shown below:

Cypress Creek Elementary	Creekside Middle School
Horizon Elementary	Silver Sands Middle School
Port Orange Elementary	
Spruce Creek Elementary	
Sugar Mill Elementary	Atlantic High School
Sweetwater Elementary	Spruce Creek High School

There are currently [69] public schools in Volusia County serving approximately [_____] students from kindergarten through twelfth grade. There are [45] elementary, [12] middle, [1] K-8 school, [9] high schools and [1] alternative education centers within the school system. All public schools are operated by the Volusia County School District and offer a variety

of exceptional student education programs. In addition, the School District sponsors [8] charter schools.

The area is served by five colleges and universities. Embry-Riddle Aeronautical University, Bethune Cookman College, and Daytona State College are all based locally. The University of Central Florida has a local branch campus. Stetson University is located less than 30 minutes away in the City of Deland.

Embry-Riddle is a private, fully accredited, aviation-oriented institution of higher education. A Daytona Beach landmark since 1965 when it moved from Miami, Embry-Riddle provides students with flight training and degree programs in such fields as aeronautical engineering, aviation management, applied mathematics and aeronautical service. The 100-acre campus complex is adjacent to Daytona Beach International Airport.

Stetson University in Deland is a private university offering both bachelor and master degree programs. Bethune-Cookman College in Daytona Beach is a private 4-year liberal arts college. Orlando's University of Central Florida maintains a regional campus in Daytona Beach offering bachelor and master degree programs in such areas as business administration, education, engineering and computer sciences.

Daytona State College was created in 1958 as Florida's "pilot" comprehensive community college at the time named Daytona Beach Community College. Since the 2006-07 school year, DBCC has offered bachelor degree programs. Daytona State College currently serves students at its main campus in Daytona Beach as well as [four] satellite locations.

The foregoing information regarding educational facilities was derived from the Volusia County Department of Economic Development and the Volusia County School Board.

APPENDIX B

ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

APPENDIX C

BOND RESOLUTION

APPENDIX D

FORM OF BOND COUNSEL OPINION

APPENDIX E

BOOK-ENTRY ONLY SYSTEM
OF REGISTRATION OF OWNERSHIP OF BONDS

Book-Entry Only System

THE FOLLOWING INFORMATION CONCERNING DTC AND DTC'S BOOK-ENTRY ONLY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE CITY BELIEVES TO BE RELIABLE. THE CITY TAKES NO RESPONSIBILITY FOR THE ACCURACY THEREOF.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE SERIES 2025 BONDS, AS NOMINEE OF DTC, CERTAIN REFERENCES IN THIS OFFICIAL STATEMENT TO THE BONDHOLDERS OR REGISTERED OWNERS OF THE SERIES 2025 BONDS SHALL MEAN CEDE & CO. AND WILL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2025 BONDS. THE DESCRIPTION WHICH FOLLOWS OF THE PROCEDURES AND RECORD KEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2025 BONDS, PAYMENT OF INTEREST AND PRINCIPAL ON THE SERIES 2025 BONDS TO DIRECT PARTICIPANTS (AS HEREINAFTER DEFINED) OR BENEFICIAL OWNERS OF THE SERIES 2025 BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2025 BONDS, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC, THE DIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE SERIES 2025 BONDS IS BASED SOLELY ON INFORMATION FURNISHED BY DTC. ACCORDINGLY, THE CITY DOES NOT MAKE ANY REPRESENTATIONS CONCERNING THESE MATTERS.

DTC will act as securities depository for the Series 2025 Bonds. The Series 2025 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of each series of the Series 2025 Bonds as set forth in the inside cover of this Official Statement, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned

subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others, such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Direct Participants and the Indirect Participants are collectively referred to herein as the "DTC Participants." DTC has an S&P Global Inc. ("S&P") rating of AA+. The DTC Rules applicable to its DTC Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2025 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2025 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2025 Bonds, except in the event that use of the book-entry system for the Series 2025 Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2025 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2025 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Series 2025 Bonds within a series or maturity of a series are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such series or maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2025 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or

voting rights to those Direct Participants to whose accounts the Series 2025 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments, as applicable, on the Series 2025 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Registrar and Paying Agent on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the City, or the Registrar and Paying Agent, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City and/or the Registrar and Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2025 Bonds at any time by giving reasonable notice to the City or paying agent. Under such circumstances, in the event that a successor depository is not obtained, the Series 2025 Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, the Series 2025 Bond certificates will be printed and delivered to DTC.

No Assurance Regarding DTC Practices

The foregoing information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City, the Underwriter and the Bond Registrar take no responsibility for the accuracy thereof.

So long as Cede & Co. is the registered owner of the Series 2025 Bonds as nominee of DTC, references herein to the holders or registered owners of the Series 2025 Bonds will mean Cede & Co. and will not mean the Beneficial Owners of the Series 2025 Bonds.

Neither the City, the Bond Registrar nor the Underwriter will have any responsibility or obligation to the Participants, DTC or the persons for whom they act with respect to (i) the accuracy of any records maintained by DTC or by any Direct or Indirect Participant of DTC, (ii) payments or the providing of notice to the Direct Participants, the Indirect Participants or the Beneficial Owners, (iii) the selection by DTC or by any Direct or Indirect Participant of any Beneficial Owner to receive payment in the event of a partial redemption of the Series 2025 Bonds or (iv) any other action taken by DTC or its partnership nominee as owner of the Series 2025 Bonds.

APPENDIX F

FORM OF CONTINUING DISCLOSURE CERTIFICATE

EXHIBIT "D"

FORM OF CONTINUING DISCLOSURE CERTIFICATE

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Port Orange, Florida (the "City") in connection with the issuance of its $30,000,000* General Obligation Bonds, Series 2025 (the "Bonds"). The Bonds are being issued pursuant to Ordinance No. 2024-07, enacted by the City on May 21, 2024, as supplemented and amended by Resolution No. 24-20 adopted by the City on June 4, 2024 and Resolution No. 25-25 adopted by the City on May 6, 2025 (collectively, the "Resolution"). The City covenants and agrees as follows:

SECTION 1. PURPOSE OF THE DISCLOSURE CERTIFICATE. This Disclosure Certificate is being executed and delivered by the City for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12 promulgated by the Securities and Exchange Commission ("SEC") pursuant to the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 2. DEFINITIONS. In addition to the definitions set forth in the Indenture which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" shall mean initially Digital Assurance Certification LLC, as dissemination agent, or any successor Dissemination Agent designated in writing by the City, and which has filed with the City a written acceptance of such designation.

"Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of a debt obligation or derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; provided, however, the term "financial obligation" excludes municipal securities for which a final official statement has been provided to the MSRB consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" means the Municipal Securities Rulemaking Board.

"Participating Underwriter" shall mean the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean the MSRB and each State Repository.

"Rule" shall mean the continuing disclosure requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Florida.

"State Repository" shall mean any public or private repository or entity designated by the State as a state information depository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Certificate, there is no State Repository.

SECTION 3. PROVISION OF ANNUAL REPORTS.

(a) The City shall, or shall cause the Dissemination Agent to, submit not later than the May 1 following the end of the City's fiscal year (presently ending September 30), commencing with the report for the Fiscal Year 2025, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date, but the City shall, or shall cause the Dissemination to submit the audited financial statements to be submitted not later than the July 1 following the end of the City's fiscal year. The City may adjust the May 1 deadline for filing the Annual Report and the July 1 deadline for filing audited financial statements upon change of its fiscal year by providing written notice of such changes and the new deadlines for filing the Annual Report (the "New Annual Filing Dates") to the Disclosure Dissemination Agent and the MSRB, provided that the period between May 1, July 1 and the respective New Annual Filing Dates shall not exceed one year. If the City's fiscal year changes, it shall give notice of such change and any New Annual Filing Dates in the same manner as for a Listed Event under Section 5(c).

(b) Not later than fifteen (15) Business Days prior to said date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If the City is unable to provide to the Repositories an Annual Report (other than the audited financial statements described in subsection (a) above) by the date required in subsection (a), the City shall send, or cause to be sent, a notice to (i) the MSRB, and (ii) the State Repository, if any, in substantially the form attached hereto as Exhibit A.

(c) If the Dissemination Agent is other than the City, the Dissemination Agent shall file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided to EMMA.

SECTION 4. CONTENT OF ANNUAL REPORTS. The City's Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the City for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) The following financial information and operating data in tabular form from the Official Statement under the following titles: assessed value of taxable property in the City, millage rates and tax collections status presented in a manner consistent with the presentation of such information in this Official Statement under the heading "CITY OF PORT ORANGE, FLORIDA ASSESSED VALUE OF TAXABLE PROPERTY,' "MILLAGE RATES FOR A RESIDENT OF THE CITY OF PORT ORANGE, FLORIDA," and "CITY OF PORT ORANGE, FLORIDA TAX COLLECTION RECORDS."

The information provided under this Section 4(b) may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The City shall clearly identify each such other document so included by reference.

SECTION 5. REPORTING OF SIGNIFICANT EVENTS.

(a) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, to each Repository in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events (each, a "Listed Event") with respect to the Bonds:

1. principal and interest payment delinquencies;

2. non-payment related defaults, if material;

3. unscheduled draws on the debt service reserves reflecting financial difficulties;

4. unscheduled draws on credit enhancements reflecting financial difficulties;

5. substitution of credit or liquidity providers, or their failure to perform;

6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. modifications to rights of the Holders of the Bonds;

8. Bond calls, if material, and tender offers;

9. defeasances;

10. release, substitution, or sale of property securing repayment of the Bonds, if material;

11. rating changes;

12. bankruptcy, insolvency, receivership or similar event of the City (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or

officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City;

13. the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. the appointment of a successor or additional trustee or the change of name of the trustee, if material;

15. incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

16. a default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

SECTION 6. SUBMISSION OF INFORMATION TO THE MSRB. The information required to be disclosed pursuant to Sections 3 and 5 of this Disclosure Certificate shall be submitted to the MSRB through its Electronic Municipal Market Access system ("EMMA"). Subject to future changes in submission rules and regulations, such submissions shall be provided to the MSRB, through EMMA, in portable document format ("PDF") files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. Such PDF files shall be word-searchable (allowing the user to search for specific terms used within the document through a search or find function available in a software package).

Subject to future changes in submission rules and regulations, at the time that such information is submitted through EMMA, the City, or any Dissemination Agent engaged by the City pursuant to Section 8 hereof, shall also provide to the MSRB information necessary to accurately identify:

(a) the category of information being provided;

(b) the period covered by the financial statements and any additional financial information and operating data being provided;

(c) the issues or specific securities to which such submission is related or otherwise material (including CUSIP number, City name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);

(d) the name of any obligated person other than the City;

(e) the name and date of the document being submitted; and

(f) contact information for the submitter.

SECTION 7. TERMINATION OF REPORTING OBLIGATION. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

SECTION 8. DISSEMINATION AGENT. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

SECTION 9. AMENDMENT; WAIVER. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the City, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the City shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. ADDITIONAL INFORMATION. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. DEFAULT. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the

City to comply with its obligations under this Disclosure Certificate; provided, however, the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with the provisions of this Disclosure Certificate shall be an action to compel performance. A default under this Disclosure Certificate shall not be deemed a default or an event of default under the Resolution.

SECTION 12. DUTIES, IMMUNITIES AND LIABILITIES OF DISSEMINATION AGENT. The Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Dissemination Agent shall have no duty or obligation to review or verify any information, disclosures or notices provided to it by the City and shall not be deemed to be acting in any fiduciary capacity for the City, the Holders of the Bonds or any other party. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees, to the extent permitted by law and solely from the funds appropriated for such purpose, to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

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SECTION 13. BENEFICIARIES. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: [_____], 2025

CITY OF PORT ORANGE, FLORIDA

(SEAL)

By:_____
Mayor

ATTEST:

_____
City Clerk

In August 2024, the residents of Port Orange approved a 30-year Parks Bond Referendum of up to $30 million. The purpose of this initiative is to invest in the enhancement and preservation of existing City-owned parks and recreational facilities, as well as to support the development of new amenities that address the current and future needs of the community. All bond proceeds will be allocated exclusively to improvements on City-owned properties. Several of the following projects are under design and construction on various projects may commence as early as Fall of 2025.

New REC West

The main attraction of this facility will be a 12,000-square-foot gymnasium, built to accommodate numerous recreational activities. This versatile space will cater to the diverse interests of our citizens. In addition to the gymnasium, Rec West will feature a dedicated office space, lobby, and common area, providing a welcoming and functional environment for both visitors and staff alike. The lobby serves as a welcoming gateway to the center, offering a comfortable space for gathering, socializing, and accessing information about upcoming programs and events. The common area will provide a versatile space for community meetings, workshops, and special events, fostering connections and collaborations among residents.

Trail Improvements/Expansion

Working towards enhanced connectivity and accessibility, the bond referendum also includes a trail improvement initiative, designed to change our landscape for outdoor enthusiasts and active commuters. At the forefront of this effort is the implementation of wayfinding signage, strategically placed along existing trails and pathways throughout the City.

White Place Park Renovation

White Place Park is one of the oldest parks in the City is currently not open to the community. Renovating this location with modern park features will assist in the revitalization of the surrounding area. White Place Park will now feature a winding walking path around a pond that will assist with stormwater control in the area. Whether you're taking a stroll, going for a brisk jog, or simply enjoying a peaceful moment in nature, our scenic pathway will offer a refreshing space away from daily stresses. A newly constructed playground and pavilion will also be featured. The existing pickleball courts will receive an upgrade to surfacing, improved lighting, and enhanced amenities adding to the overall experience of the already popular courts. Lastly, there will be improvements made to the parking facilities ensuring convenient access for park visitors.

Willow Run Park Expansion

The new amenities will feature outdoor lighted basketball court, expanded playground with modern design, renovated tennis courts, additional picnic pavilions, a newly constructed restroom/support building. Soccer fields will be added at this location or another site on the east side of the City.

Coraci Park Expansion

Six multipurpose fields will be constructed to accommodate a variety of sports and recreational activities such as soccer, football, and more. These fields will be equipped with state-of-the-art lighting to extend playing hours into the evening, allowing for increased usage and enjoyment of the park. A modern restroom and concession facility will be built to provide convenience and comfort to park visitors. This facility will offer amenities for park users and spectators, ensuring a pleasant experience for all. A scenic 5K trail will be created around the existing and improved park area, offering opportunities for walking, running, and cycling. This trail will showcase the natural beauty of the park while promoting active and healthy lifestyles among community members. To accommodate the increased traffic to the park, a new parking area will be constructed north of the existing fields. This will ease congestion and provide convenient access to park facilities for visitors. An access road will be developed to connect the new amenities within the park, facilitating easy movement between different areas of the park. This road will enhance accessibility and ensure a seamless experience for park users.

Depot Park Renovations

Depot Park is home to the oldest surviving Florida East Coast Railway (FEC) Freight Depot which is listed on the National Registry of Historic Places. This project involves the refurbishment of the interior space within the Depot structure. Renovation efforts will include structural enhancements, aesthetic upgrades, and the installation of modern amenities to ensure the preservation of historical elements while accommodating the needs of visitors. The renovated interior will showcase the history and significance of the Depot. Parking improvements will enhance accessibility, convenience, and safety for visitors to the Depot. The construction of a dedicated restroom/concession building is intended to provide essential amenities and enhance the overall visitor experience at Depot Park.

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/6/2025

SUBJECT: (H25) First Reading - Ordinance No. 2025-05 - Amending Chapter 58 - Streets, Sidewalks and Other Public Places, Article IV. Communications Facilities in Public Rights-of-Way

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Ordinance No. 2025-05.

SUMMARY: In 2018, the City Council adopted Ordinance No. 2018-13, to implement amendments to Florida Statutes, including the Florida Advanced Wireless Infrastructure Deployment Act ("Small Cell Statute"). Ordinance No. 2018-13, created the Port Orange Communications in Rights-of-Way Ordinance, which regulates the processing of applications and installation of communications facilities in the City's public Rights-of-Way. The ordinance was updated in 2021 to be consistent with 2019 amendments to Florida Statues.

The City has proactively solicited industry comments on this ordinance in an effort to continually improve its permitting process. Chapter 58, Article IV of the Code of Ordinances spells out the registration and permitting process for communications facilities located in City rights-of-way in order to minimize disruption to the rights-of-way and protect the City's infrastructure located therein.

Based on the comments received from the communications providers and the experience of permitting the installation and repair of communications facilities in the city's rights-of-way since the ordinance was adopted in 2018, staff has determined that some of the requirements in the ordinance are not practical or necessary to properly install the communications facilities and protect public infrastructure. Staff is recommending changes to the ordinance to help streamline the permitting process by removing requirements such as photographic/videographic documentation of the work area prior to construction, dispensing with permitting requirements for certain routine maintenance tasks, removing various certifications of the engineering plan, and the requirement to provide as-builts upon completion.

The proposed changes to the ordinance will not affect the city's ability to effectively minimize disruption to public rights-of-way and to protect public infrastructure from damage during the installation of communications facilities. The ordinance still includes the requirements of an engineering plan that shows the type of proposed facility,

location of the proposed facility, and the dimensions, height, footprint, and concealment features or other pertinent engineering information requested by the city to insure the communications facilities are installed correctly and within rights-of-way.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Ord. 2025-05 - Telecommunications in ROW	Ord. 2025-05 - Telecommunications in ROW.pdf
2.	Business Impact Statement Ordinance 2025-05	Business Impact Statement Ordinance 2025-05.pdf

Matthew Jones	Created/Initiated - 12/26/2024
Jake Murrison	Approved - 2/3/2025
Junos Reed	Approved - 2/4/2025
Matthew Jones	Approved - 4/3/2025
Wayne Clark	Final Approval - 4/3/2025

ORDINANCE NO. 2025-05

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 58, ARTICLE IV, SECTIONS 58-74, 58-75, 58-77 AND 58-78; TO REMOVE REQUIREMENT FOR PHOTOGRAPHIC/VIDEOGRAPHIC DOCUMENTATION OF THE WORK AREA PRIOR TO CONSTRUCTION, DISPENSING WITH PERMITTING REQUIREMENTS FOR CERTAIN ROUTINE MAINTENANCE TASKS, REMOVING VARIOUS CERTIFICATIONS OF THE ENGINEERING PLAN, AND THE REQUIREMENT TO PROVIDE AS-BUILTS UPON COMPLETION; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City of Port Orange ("City") staff periodically reviews City Ordinances and makes recommendations to the City Council to revise its Ordinances; and

WHEREAS, the City Council of the City of Port Orange has determined that the following amendments promote and protect the general health, safety and welfare of the residents of the City of Port Orange by regulating the siting of communications facilities and utility poles within the public rights-of-way; and

WHEREAS, this Ordinance accommodates the growing needs and demand for communications services; and

WHEREAS, this Ordinance seeks to address expressly new and existing communications facilities and technologies, while also protecting, preserving, and maintaining the public safety and aesthetic characters of areas where such public rights-of-way exist; and

WHEREAS, Section 337.401, Florida Statutes, addresses inter alia, the authority of local governments to regulate the placement and maintenance of communications facilities in the public rights-of-way; and

WHEREAS, rules and regulations imposed by a local government relating to communications service providers that desire to place or maintain communications facilities in its rights-of-way must be generally nondiscriminatory and competitively neutral; and

WHEREAS, Section 337.401(3)(g), Florida Statutes, provides that a local government may not use its authority over the placement of facilities in its rights-of-way as a basis for asserting or exercising regulatory control over a provider of communications services regarding matters within the exclusive jurisdiction of the Florida Public Service Commission or Federal Communications Commission, including, but not limited to, the operations, systems, qualifications, services, service quality, service territory, and prices of a provider of communications services; and

WHEREAS, in 2017, the Florida Legislature enacted and the Governor approved the Advanced Wireless Infrastructure Deployment Act, Section 337.401(7), Florida Statutes ("Small Cell Statute"); and

WHEREAS, the Small Cell Statute creates new requirements and allowances for local governments relating to the installation of utility poles in the public rights-of-way to collocate small wireless facilities, and the placement and maintenance of small wireless facilities and micro wireless facilities in the public rights-of-way; and

WHEREAS, the Small Cell Statute provides that a local government may adopt by ordinance objective design standards requiring a small wireless facility to meet reasonable location context, color, stealth, and concealment requirements, objective design standards requiring a new utility pole intended to support the collocation of small wireless facilities that replace an existing facility to be of substantially similar design, material, and color, and reasonable spacing requirements concerning the location of ground mounted equipment; and

WHEREAS, the Small Cell Statute also provides that a local government may adopt by ordinance provisions for insurance coverage, indemnification, performance bonds, security funds, force majeure, abandonment, municipal liability, and municipal warranties provided such provisions are reasonable and nondiscriminatory; and

WHEREAS, the City Council adopted Ordinance No. 2018-13 on August 7, 2018, to implement the Small Cell Statute; and

WHEREAS, in 2019, the Florida Legislature enacted and the Governor approved CS/CS/CS/SB 1000 (“SB 1000”), amending Section 337.401, Florida Statutes, including portions of the Small Cell Statute; and

WHEREAS, in 2021, the City adopted Ordinance No. 2021-22 to be consistent with amendments to the Florida Statutes; and

WHEREAS, it is the City Council’s intent to exercise its authority over the placement and maintenance of communications facilities in its rights-of-way to the full extent consistent with applicable state and federal law; and

WHEREAS, it is the City Council’s further intent to treat each such communications services provider in a reasonable, nondiscriminatory, and competitively neutral manner in exercising such authority to the extent consistent with applicable law; and

WHEREAS, the city’s rights-of-way are essential for the travel of persons and the transport of goods throughout the city and are a unique and physically limited resource requiring proper management by the city in order to ensure public safety, maximize efficiency, minimize costs to city taxpayers for the foregoing uses, reasonably balance the potential inconvenience to and negative effects upon the public from the placement and maintenance of communications

facilities in the rights-of-way against the substantial benefits that accrue from such placement and maintenance, and promote the public health, safety and general welfare; and

WHEREAS, a duly noticed public hearing as required by law was held by the City Council of the City of Port Orange, at which public hearing all residents and interested persons were given an opportunity to be heard; and

WHEREAS, the City Clerk submitted notice of the first hearing on this proposed Ordinance to the Florida Secretary of State, consistent with Section 337.401(3)(d), Florida Statutes; and

WHEREAS, staff has determined that some of the existing requirements in the ordinance are not practical or necessary to properly install the communications facilities and protect public infrastructure and is desirous to streamline the permitting process and remove superfluous requirements; and,

WHEREAS, the City Council has reviewed the regulations set forth in this Ordinance and has determined that such regulations are consistent with the city's plans.

WHEREAS, for purposes of this Ordinance, text with underlined (<u>underlined</u>) 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:

<u>SECTION 1.</u> The foregoing WHEREAS clauses are ratified and incorporated as the legislative intent of this Ordinance.

<u>SECTION 2.</u> The City Council of the City of Port Orange, Florida hereby amends Chapter 58, Article IV of the Code of Ordinances to read as follows:

Chapter 58 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

ARTICLE IV. COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS-OF-WAY

[No Changes to Sections 58-70, 58-71, 58-72 and 58-73]

Sec. 58-74. – Requirement of a permit.

(a) In accordance with applicable law, city ordinances, codes and regulations, including this article, a right-of-way use permit issued by the city shall be required for a communications services provider, communications facility provider, or a pass-through provider to place or to maintain a communications facility, including, but not limited to, backhaul facilities, in the public rights-of-way unless otherwise exempt pursuant to this article. An effective registration shall be a condition of obtaining a permit. Notwithstanding an effective registration, permitting requirements shall continue to apply. A permit may be obtained by or on behalf of a registrant having an effective registration if all permitting requirements are met. A registrant shall not commence to place or to maintain a communications facility in the public rights-of-way until all applicable permits have been issued by the city or other appropriate authority. Registrant shall comply with all city requirements for issuing permits, including reasonable rules or regulations governing the placement or maintenance of a communications facility in public rights-of-way. Permits shall apply only to the areas of public rights-of-way specifically identified in the permit. The city may issue a blanket permit to cover certain activities, such as routine maintenance and repair activities, that may otherwise require individual permits or may impose lesser requirements. Requests for ancillary permits required to operate a communications facility, including, but not limited to, electrical permits, shall be processed pursuant to the city's rules and regulations. The city may deny or withhold the ancillary permit if the registrant is otherwise in violation of the City Code or applicable codes.

(b) Limited exceptions to permit requirement.

(1) A registrant that is in compliance with this article shall be allowed to perform service restoration work on existing facilities, ~~or aerial, or repair work,~~ including, but not limited to, emergency repairs of existing facilities or extensions of such facilities for providing communications services to customers without a permit issued by the city. ~~A registrant performing work without a permit shall ensure that there is photographic and video documentation of the work, including depiction of the area of the public rights-of way impacted, and such photographic and video documentation shall be provided to the city upon request or, if not requested, within ten business days.~~ The term "emergency" shall mean a condition that affects the public's health, safety or welfare, which includes an unplanned out-of-service condition of a pre-existing service. Registrant shall provide prompt notice to the city of the service restoration work or repair work and, within two business days of commencing the work, and shall apply for a permit if such activity required a permit under this article within 30 days. <u>The registrant shall bear the expense of restoring the rights-of-way to the condition prior to the service restoration.</u> Any

maintenance of traffic required for service restoration or repair work shall meet the applicable requirements of the latest edition of the FDOT Design Manual.

(2) A registrant shall be allowed to perform routine maintenance within the public rights-of-way without a permit if such proposed routine maintenance does not involve excavation, construction, or disruption to transportation or utilities in the public rights-of-way. A registrant shall be allowed to perform maintenance, repair, replacement, extension, or upgrade of existing aerial lines or underground communications facilities located on private property outside of the public rights-of-way without a right-of-way use permit, although other permits, such as building or electrical, may be required. ~~In the case of routine maintenance, a registrant shall provide reasonable advance written notice to the city identifying the areas where such maintenance will occur, scope of maintenance, date(s) and duration of work to be performed.~~ If routine maintenance requires the closure of the public rights-of-way regardless of the duration, a rights-of-way permit consistent with the city's rules and regulations shall be required. A registrant shall be allowed to perform maintenance, repair, replacement, extension, or upgrade of existing aerial lines or underground communications facilities located on private property outside of the public rights-of-way without first obtaining a rights-of-way permit. ~~All underground work or excavation, whether in the public rights-of-way or on private property without a permit shall be photographed and videotaped, and such photograph and videotape documentation shall be provided to the city upon request or, if not requested, within ten business days.~~ The registrant shall bear the expense of restoring the rights-of-way to the condition prior to the service restoration.

(3) A permit shall not be required for replacement of existing ~~wireless~~ communications facilities with ~~wireless~~ communications facilities that are substantially similar or of the same or smaller size, unless said replacement requires excavation or directional drilling in the right-of-way. If such replacement will require the closure of a rights-of-way, the registrant shall obtain a rights-of-way permit consistent with the city's rules and regulations. A registrant shall provide 48 hours' notice to the city prior to such work being done. As-built plans shall be provided to the city within ten business days.

(4) A registrant shall be allowed to place or to maintain a service drop within the public rights-of-way without a permit if such proposed work does not involve excavation, construction, or the temporary closure of the public rights-of-way.

(5) A permit shall not be required for the installation, placement, maintenance, or replacement of micro wireless facilities that are suspended on cable strung between existing utility poles in the public rights- of-way, in compliance with applicable codes by or for a communications services provider authorized to occupy the public rights-of-way and who is remitting communications services tax under F.S. ch. 202. Prior to placing a micro wireless facility in the public rights-of-way pursuant to this subsection, the registrant shall submit a ~~notarized~~ letter to the city from or on behalf of the communications services provider, which shall be effective upon filing, attesting that the micro wireless facility's dimensions comply with F.S. § 337.401(7) and this article. A registrant's submission to demonstrate a micro wireless facility's dimensions may apply to all of the same, substantially similar, or smaller size micro wireless facilities sought to be placed in the public rights-of-way by such registrant. If the micro wireless

facility's dimensions exceed the dimensions to constitute a micro wireless facility, the registrant shall not be authorized to place such facility in the public rights-of-way. As-built plans shall be provided to the city within ten business days.

(6) Notwithstanding the exceptions to permit requirements contained in this subsection, a registrant shall obtain from the city a right-of-way permit for work that involves excavation, closure of a sidewalk regardless how temporary, or closure of a vehicular lane or parking lane regardless how temporary, unless the registrant is a communications services provider that is performing service restoration on an existing facility and the work is done in compliance with the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual, including, but not limited to, the requirement to notify Sunshine 811 prior to any excavation or demolition activities in accordance with F.S. ch. 556, and to comply with all city Codes. In such instance, to the extent not inconsistent with the 2017 edition of the FDOT Utility Accommodation Manual, the registrant communications services provider shall provide reasonable advance notice to the city so that the city may have an observer present and provide information acceptable to the city as to the service restoration work. The registrant shall bear the expense of restoring the rights-of-way to the condition prior to the service restoration. In such instances, the registrant shall provide notice of such work within 30 days after restoration and may be required to submit an after-the-fact permit for work which would otherwise have required a permit. The city may require a specific method of excavation and a maintenance of traffic or sidewalk closure plan, as applicable. A registrant performing work without a permit shall file for an after the fact permit within 30 days after completing restoration of the public rights-of-way. ~~A registrant performing work without a permit shall ensure that the work is photographed and videotaped, including of the area of the public rights-of way impacted, and such photograph and videotape documentation shall be provided to the city upon request or, if not requested, with the after the fact permit application.~~

(c) The city manager may cause an immediate stop work order where any permitted or unpermitted construction or other work in the public rights-of-way poses a serious threat to the health, safety or welfare of the public until such serious threat has been abated. Failure to comply with such order may subject a registrant, and its agents, employees, and contractors as applicable to appropriate enforcement remedies as set forth in this article and applicable law.

Sec. 58-75. – Permit information requirements and review procedures.

(a) *Pre-submittal meeting.* To minimize issues related to a permit, prior to submitting materials for a permit request or application, registrants are strongly encouraged to engage in a pre-submittal meeting, in particular if multiple work locations are considered and/or underground work will be performed. The city shall undertake efforts to accommodate a registrant's request for a pre-submittal meeting either in person or through electronic communications within ten business days. There is no requirement of a pre-submittal meeting for applications. A pre-submittal meeting shall not commence the time frames provided herein for city review and processing of a request or an application.

(b) *Requirements for all communications facilities in the public rights-of-way.* As part of any permit application or request to place or maintain any facility pursuant to this article in the public rights-of-way, a registrant or a registrant's agent or contractor shall complete a right-of-way permit form provided by the city that, at a minimum, includes the following information:

(1) If the person seeking the permit is not the registrant, a statement of authority by the registrant to act on behalf of the registrant. In addition, if the person seeking the permit is a contractor, the contractor's license or registration and contractor's insurance information confirming the contractor's authority to perform construction in the city and statements as to whether the contractor has any open permits with the city, and if so, the permit identification number or information.

(2) *Engineering plan.* An engineering plan signed and sealed by a licensed engineer, that includes the following:

a. For new installations only, ~~A~~ a certification from a licensed surveyor stating that the proposed location of the facility or utility pole is within public rights-of-way. For upgrading of utilities in the same footprint as existing communications, or for any maintenance or repair work requiring a permit, a detailed site plan will be accepted in lieu of surveyor certification. The detailed site plan must include the proximity of work to existing utilities and infrastructure, and minimum clearance distances of at least 24" therefrom. The City may request additional location information in the event of a boundary dispute~~At no time will the proposed location based on aerial interpretation based on services such as Google or county records be accepted~~;

b. The type of proposed facility, location of the proposed facility, and the dimensions, height, footprint, stealth design, and concealment features of the proposed facility;

c. The global positioning system (GPS) coordinates of the proposed facility. The GPS coordinates shall be based on the reading from a handheld mobile GPS unit set to Datum NAD 83 or WGS84. GPS coordinates based on Google Earth or similar application may be used where areas of shading occur due to overhead canopy. GPS coordinates shall be provided in decimal degrees at a six decimal point precision or as otherwise required by the city.~~;~~ The global positioning system (GPS) coordinates of any structural boxes, cabinets, and similar improvements, excluding aerial or underground wirelines. The GPS coordinates shall be based on the reading from a handheld mobile GPS unit set of Datum NAD 83 or WGS84;

d. Whether the proposed facility is proposed within a location subject to restrictions pursuant to subsection 58-78(b) of this article;

e. ~~For new communications facilities and extensions of existing communications facilities that require a permit, within 50 feet beyond of the edge of the location of the proposed work, inclusive of underground work, in all directions, a sketch showing pavement, sidewalks, driveways, ramps, trees, below-grade utilities, and other above-grade and below-grade structures and facilities located within the public rights-of-way and the distances from the proposed facility and the edge of nearby pavement, sidewalks,~~

~~driveways, ramps, the nearest residential properties, nearby drainage systems, trees, ground-mounted equipment, nearby structures in the public rights-of-way, underground utilities and other above-grade and below-grade structures and utilities located within the public rights-of-way;~~

~~f.~~ Sufficient specificity demonstrating compliance with applicable codes, as defined herein and as may be amended;

~~g~~. ~~If applicable, the routes of all backhaul facilities and power lines to be placed or maintained in the public rights-of-way in connection with the proposed facility. Power lines may be subject to separate permit requirements, such as a building permit;~~

~~h. Certification that the proposed facility will not materially interfere with the safe operation of traffic control equipment;~~

~~i. Certification that the proposed facility will not interfere with sight lines or clear zones for transportation, pedestrians, or public safety purposes or result in the public rights-of-way being inconsistent with the Florida greenbook;~~

~~j. Certification that the proposed facility will not materially interfere with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement; and~~

~~k.~~f. Other engineering information that may be requested by the city.

(3) Trees or landscaping proposed to be removed or impacted upon the placement or maintenance of the proposed facility.

(4) ~~Photographic or video documentation of the pre-construction condition of the public rights-of-way in the area to be affected by the installation of the proposed facility.~~

~~(5)~~ *Management of traffic (MOT).* The registrant shall provide a MOT with applicable FDOT indexes, if appropriate.

~~(6)~~(5) *Restoration plan and estimated cost of restoration of the public rights-of-way.* A restoration plan and a good faith estimate of the cost of restoration of the public rights-of-way by a licensed engineer. Such good faith estimate shall be accepted by the city unless the city determines such estimated costs are not representative of the actual costs of the restoration of the public rights-of-way. Estimates of the cost to restore the public rights-of-way shall include all costs necessary to restore the public rights-of-way to its original condition. Such good faith estimate may include, but shall not be limited to, costs to restore the paving, curbs/gutters, sidewalks, multi-purpose trails, and landscaping. All existing planted or naturally occurring shrubbery or vegetation, including sod, damaged or destroyed during work in the public rights-of-way shall be replaced.

~~(7)~~(6) *Timetable for construction or installation.* The timetable for construction, placement or maintenance of the proposed facility or each phase thereof.

~~(8)~~(7) *Indemnification.* A statement shall be included with the permit application or request that by execution of the application or request and by filing for the permit, the registrant

shall be bound to the city with respect to the indemnification provisions set forth in subsection 58-73(5)e of this article.

~~(9)~~(8) *Airport airspace protection.* If applicable, certification of compliance with F.S. ch. 333, and all city, state and federal laws and regulations, as amended, pertaining to airport airspace protections.

~~(10)~~(9) *Attestation.* For applications by a wireless infrastructure provider or its contractor for the placement or maintenance of a utility pole in the public rights-of-way for collocation of a small wireless facility, the registrant shall provide an attestation by an officer of the registrant that a small wireless facility will be collocated on the utility pole and will be used by a wireless services provider to provide communication service within nine months after the date the application is approved.

~~(11)~~(10) *Pole attachment agreement.* If applicable for the proposed facility, except for registrants whose pole attachments are regulated by 47 U.S.C. §224, or applicable Florida Public Service Commission regulations the registrant shall provide a copy of a fully executed valid pole attachment agreement between the owner of the utility pole and registrant. In lieu of providing the complete pole attachment agreement between the owner of the utility pole and registrant, the registrant may provide the first page of such agreement and the signature page or a notarized letter of authorization from the owner of the utility pole, providing adequate identifying information, acceptable to the city, and indicating the registrant is authorized to install its facility on the identified utility pole. By submitting the city's permit form, the registrant certifies to the city that it has authority from the utility pole owner to collocate its facility.

~~(12)~~(11) *Information regarding height limitations.* For an application for a new utility pole to support the collocation of a small wireless facility, the registrant shall provide information regarding the height and GPS location of the tallest utility pole located in the same public rights-of-way as of July 1, 2017, measured from grade in place within 500 feet of the proposed location of the utility pole. If there is no utility pole within 500 feet of the proposed utility pole as of July 1, 2017, the registrant shall so certify.

~~(13)~~(12) If the permit request includes a power service connection or backup power supply to be installed at the same time as the communication facility, a copy of the city's building permit shall be provided.

~~(14)~~(13) In addition to the requirements herein, as part of any permit application to place or maintain a small wireless facility or utility pole in the public rights-of-way, the registrant shall provide the following:

a. Documentation to the satisfaction of the city from a licensed engineer, that the structure and foundation of the utility pole intended to support the collocation of the small wireless facility can support the additional load of the proposed small wireless facility consistent with the requirements of the Florida Building Code;
b. Certification and description by the registrant to the satisfaction of the city how the proposed small wireless facility or utility pole complies with the objective design standards set forth in this article. For a proposed ground-mounted small wireless facility, such information shall include whether the proposed small wireless facility

includes a wrap that has been approved by the city or is of an architectural design that is substantially similar to other infrastructure in the area of the public rights-of-way or has been approved by the city.

c. Accurate photo simulations of the proposed utility pole or small wireless facility and if applicable, as collocated on the utility pole.

~~(15) Applicable permit fees including reimbursement for city consultants, to the extent not inconsistent with applicable law. The city acknowledges that currently, applicable law does not allow the city to charge permit fees.~~

~~(16)~~(14) *Consolidated permit application and single application or request for multiple locations.* A registrant may submit a single application or request to place or to maintain multiple facilities in the public rights-of-way, where it would be more efficient for the registrant and the city to address multiple facilities in one permit. A registrant seeking to collocate multiple small wireless facilities may file a consolidated permit application and receive a single permit for the collocation of up to 30 small wireless facilities. The application must include the information required for an application for each of the proposed small wireless facilities. In addition, prior to applying for a consolidated permit, the registrant is strongly encouraged to engage in a pre-submittal meeting with the city to discuss all proposed small wireless facilities. If the application includes multiple small wireless facilities, the city may separately address small wireless facility collocations for which incomplete information has been received or which are denied.

~~(17)~~(15) To the extent not inconsistent with applicable law, such additional information requested by the city reasonably necessary for the permit application or request.

(c) *Application review and procedures for ~~small wireless~~ communications facilities including small wireless facilities and utility poles for collocation of small wireless facilities.*

(1) Time periods within this subsection shall be extended for the period of time impacted by a force majeure event or by a declared state of emergency by the city or governor of the state that impacts the city ("force majeure extension). If a registrant opposes a force majeure extension pursuant to this subsection, it shall notify the city within 24 hours of such extension becoming effective or the registrant shall be deemed to have consented to the extension. Except as otherwise provided herein, requests for permits for the placement of communications facilities in the public rights-of-way, including, but not limited to, backhaul facilities, shall be subject to the time frames and review procedures set forth in this subsection; requests shall be considered to be applications; and requesters shall be considered to be registrants for purposes of time frames as referenced in this subsection. The time frames and procedures herein shall not apply to other requests that do not involve the placement of communications facilities in the public rights-of-way, including, but not limited to, request for permits to perform maintenance on existing communications facilities in the public rights-of-way.

a. Unless extended by mutual consent of the registrant and city, within 14 days after receiving an application, the city manager will notify the applicant by electronic mail as to whether the application is complete. If an application is deemed incomplete, the

city will specifically identify the missing information. An application is deemed complete if the city fails to provide notification to the registrant within 14 days.

b. *Negotiation process.*

1. Unless extended by mutual consent of the registrant and the city, within 14 days after the date of filing the application, the city may request that the proposed location of a small wireless facility be moved to another location in the right-of-way and placed on an alternative city utility pole or support structure. The city and the applicant may negotiate the alternative location, including any objective design standards and reasonable spacing requirements for ground-based equipment, for 30 days after the date of the request.
2. At the conclusion of the negotiation period, if the alternative location is accepted by the registrant, the registrant must notify the city of such acceptance and the application shall be deemed granted for any new location for which there is agreement and all other locations in the application.
3. If an agreement is not reached, the registrant must notify the city of such nonagreement and the city must grant or deny the original application within 90 days after the date the application was filed unless extended by mutual consent of the applicant and city. Failure of the applicant to so notify the city as required herein shall be deemed to constitute the applicant's consent to the city's alternative location. A request for an alternative location, an acceptance of an alternative location, or a rejection of an alternative location must be in writing and provided by electronic mail.

c. The city processes all applications on a nondiscriminatory basis. Unless the city and the registrant engage in negotiations as provided above, the city will approve or deny the application and will notify the registrant by electronic mail whether the application is approved or denied within 60 days after the receipt of a completed application.

d. *Extension of time.* If the city and the registrant do not engage in negotiations, the registrant and city may mutually agree to extend the 60-day application review period. The city shall grant or deny the application at the end of the extended period.

e. *Basis to deny applications.* The city may deny an application for a proposed collocation of a small wireless facility or to place a utility pole used to support a small wireless facility in the public rights-of-way if the proposed small wireless facility or utility pole to support a small wireless facility:

1. Materially interferes with the safe operation of traffic control equipment;
2. Materially interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes;
3. Materially interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement;

4. Materially fails to comply with the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual;
5. Fails to comply with applicable codes;
6. Fails to comply with objective design standards set forth in this Article; or
7. Fails to comply with the City Code, to the extent not inconsistent with applicable law.

f. *Cure procedure.*

1. If the application or request is denied, the city will specify the basis for the denial, including the specific code provisions on which the denial was based, on the day the city denies the application or request.
2. The registrant may cure the deficiencies identified by the city and resubmit the application or request within 30 days after the notice of denial is sent.
3. If an attempt to cure is submitted by the registrant within such 30-day period, the city will approve or deny the revised application or request within 30 days after receipt of the revised application. If the registrant revises any information in the application or request other than to address expressly the deficiencies identified by the city, the registrant shall submit a new application or request and the denial of the pending application or request shall be final.
4. The city's second and subsequent reviews of revised applications or requests will be limited to the deficiencies cited in the denial notice.

g. A permit issued pursuant to an approved application or request to install a new communications facility shall remain in effect for one year unless closed or otherwise extended, suspended, or revoked by the city pursuant to this article. If a communications facility including a small wireless facility or utility pole is going to be installed without a permit pursuant to this article or applicable state or federal law, the applicant or requester shall nevertheless be required to have an effective registration, comply with development standards and provide the bonds required in this article prior to performing construction.
h. A permit from the city constitutes authorization to undertake only certain activities in the public rights-of-way in accordance with this article, and does not create a property right or grant authority to impinge upon the rights of others who may have an interest in the public rights-of-way.

(2) *Basis to deny requests.*

a. *Basis to deny.* Except for applications for permits to collocate small wireless facilities or for utility poles to support the collocation of a small wireless facility addressed above, the city may deny a request for a permit to place or to maintain communications

facilities in the public rights-of-way, including, but not limited to, a permit to place backhaul facilities, consistent with applicable law and the city's standard procedures.

(3) *Suspension and revocation of permits.*

a. The city may order the suspension of placement and maintenance work under a permit and ultimately may suspend or revoke any permit, in the event of a material breach of the terms and conditions of any applicable codes, this article, state and federal laws and regulations, or any condition of the permit. A material breach by the permittee may include, but is not limited to:

1. The violation of any material provision of the permit or applicable codes;
2. An evasion of ~~or attempt to evade~~ any material provision of the permit or the perpetration or attempt to perpetrate any fraud or deceit upon the city;
3. Any material misrepresentation of fact in the process of permittee's request or application for a permit or registration;
4. The failure to maintain the required performance cash bond or insurance;
5. The failure to properly restore the public rights-of-way;
6. The failure to comply within the specified time with an order issued by the city;
7. The failure to register, renew a registration, or provide notice of transfer in accordance with this article;
8. The failure to relocate or remove facilities pursuant to this article and F.S. §§ 337.402, 337.403 and 337.404, as amended;
9. Conducting work in the public rights-of-way without a permit, if required.

b. If the city determines that a registrant has committed a substantial breach of a term or condition of the permit or violation of applicable codes or this article, the city shall make a written demand upon the registrant to remedy such violation. The demand shall state that the continued violation(s) may be cause for suspension or revocation of the permit. Further, the city may place additional or revised permit conditions on the permit following a substantial breach. In addition, the city may refuse to issue new permits and may deny an application or request for a new permit to a registrant or registrant's contractor that has materially violated any provisions of a permit or applicable codes or this article, until such time as the registrant cures the violation to the satisfaction of the city, including paying any damages, costs or penalties that may have been assessed.

c. Within 30 days of receiving notification of the breach, the registrant shall contact the city and provide a remediation plan, acceptable to the city. The city shall provide additional time as reasonably necessary for a registrant to establish an acceptable plan taking into account the nature and scope of the alleged breach. The registrant's failure to so contact the city, or the registrant's permittee's failure to submit an acceptable plan, or the registrant's failure to reasonably implement the approved plan,

shall be cause for revocation or suspension of the permit. A final determination to suspend or to revoke a permit may be appealed in accordance with the procedures set forth in this article. Nothing herein shall affect the city's ability to take immediate action or to cause a registrant to take immediate action pursuant to this article or applicable law to address any condition that threatens the health, safety or welfare of persons or property.

d. If a permit is revoked, the registrant shall reimburse the city for the city's reasonable costs, including restoration costs, administrative costs, and the cost of collection. These costs may also be deducted from the performance construction cash bond in the city's discretion.
e. The city manager may cause an immediate stop work order where the construction poses a serious threat to the health, safety or welfare of the public until such time as such serious threat has been abated.

(4) *Requests for waivers.*

a. Nothing in this article shall be construed to prohibit or have the effect of prohibiting the nondiscriminatory and competitively neutral use of public rights-of-way by communications service providers, communications facility providers or pass-through providers, in violation of federal or state law.
b. A waiver may be granted by the city manager in those circumstances where a competitively neutral use of the public rights-of-way is impaired by strict application of the requirements of this Article, in violation of applicable law.
c. A request for a waiver shall be filed either prior to or contemporaneously with the permit application. The request for waiver shall contain each provision for which a waiver is sought. A request for a waiver shall include the following information:

    1. A detailed explanation, with supporting engineering information by a Florida licensed engineer or other data, as to why a waiver from the requirements of this Article is required to allow the registrant to have nondiscriminatory and competitively neutral use of the public rights-of-way, including a detailed explanation addressing the relevant engineering criteria;
    2. Nature and characteristics of the surrounding neighborhood;
    3. Any special conditions and circumstances affecting the proposed site which prevent compliance with the article or subsection for which a waiver is being sought;
    4. If applicable, topography, tree coverage and foliage in the immediate surrounding area of the proposed facility or within the surrounding neighborhood;
    5. Design of the proposed facility with particular reference to achieving compatibility with the surrounding neighborhood and other structures in the public rights-of-way and eliminating adverse visual impacts;

6. If the proposed waiver is compliant with the Americans With Disabilities Act, 42 U.S.C. §12101, et seq., and applicable codes;
7. A request for waiver of the objective design standards contained herein shall include a showing that the design standards are not reasonably compatible for the particular location of a small wireless facility or utility pole, or are technically infeasible with supporting information from a licensed engineer, or that the design standards impose an excessive expense on the registrant with information as to the additional costs of compliance with the standards and the registrant's anticipated revenue from the proposed facility or assets. The city shall grant or deny a request for a waiver of objective design standards within 45 days after receiving the request for waiver unless the registrant and city consent to an extension, subject to a force majeure event.
8. Any other information the city may reasonably require to process the request for waiver.

d. Except for a request for a waiver of objective design standards, the city shall grant or deny a request for a waiver of any other provisions of the City Code pursuant to its standard procedures for requests for waivers or variance of its Code, consistent with applicable law. If a request for waiver or variance is not processed by the city within the time frame for granting or denying an application or request for a permit, the city shall deny the permit application or request unless the city and the registrant consent to an applicable extension. In granting any waiver, the city may impose conditions to the extent the city determines such conditions are necessary to minimize any adverse effects of the proposed facility on the surrounding neighborhood or to protect the health, safety and welfare of the public.
e. Should a request for waiver, and ultimately a permit, be denied by the city, the denial of the waiver may be appealed with an appeal of the permit denial in accordance with this article.

(5) *Appeals.*

a. Final, written decisions of a designee of the city manager, including, but not limited to, a decision suspending, revoking, or denying a permit, denying a registration, denying a renewal of a registration, suspending or terminating a registration or denying a request for a waiver, or imposing costs or a fine, are subject to appeal to the city manager. An appeal must be filed with the city manager within 30 days of the date of the final, written decision to be appealed. An appeal that is not timely filed as set forth herein shall be waived. The city manager shall hear or may appoint a hearing officer to consider the appeal. The decision on appeal shall be based on the information submitted previously to the city and no new information shall be considered. Subject to a force majeure event, the hearing shall occur within 30 days of the receipt of the

appeal, unless waived by the registrant, and a written decision shall be rendered within 20 days of the hearing.

b. An appeal from a decision of the city manager may be appealed to the city council within 30 days, by filing a written notice of appeal with the city clerk and providing copies to the city manager and the city attorney. Any appeal not timely filed shall be waived. The notice of appeal shall state the decision, which is being appealed, the grounds for appeal, a brief summary of the relief, which is sought, and shall be accompanied by a nonrefundable fee to be established by administrative order of the city manager. The city council may affirm, modify or reverse the decision of the city manager. The city manager shall notify any party who has filed a written request for such notification of the date when the matter will be presented to the city council. Nothing contained herein shall preclude the city council from seeking additional information prior to rendering a final decision. The decision of the city council shall be by resolution and a copy of the decision shall be forwarded to the city manager and the appealing party. Within the time prescribed by the appropriate Florida Rules of Appellate Procedure, a party aggrieved by a decision of the city council may appeal an adverse decision to the circuit court in and for Volusia County or applicable federal district court. The party making the appeal shall be required to pay to the city clerk a fee to be established by administrative order of the city manager, to defray the costs of preparing the record on appeal. Said fee shall be effective upon approval by the council. To the extent required by applicable law, the city shall waive any claim or defense based on failure to exhaust administrative remedies if the city's administrative review is not complete within 45 days after a person files a complete request for review.

[No changes to Sec. 58-76]

Sec. 58-77. – Construction methods for placing or maintaining communications facilities in public rights-of-way.

(a) A registrant shall place and maintain its communications facility in public rights-of-way in a manner consistent with accepted industry practice and applicable codes and must comply with the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual. For purpose of complying with the notice and approval requirements contained within the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual, the registrant shall provide notice and seek approval from the city manager. All safety practices required by applicable codes or accepted industry practices and standards shall be used during the placement or maintenance of communications facilities, including, but not limited to, chapter 33 of the Florida Building Code. Registrant shall use and exercise due caution, care and skill in performing work in the public rights-of-way, and shall take all reasonable steps to safeguard work site areas including maintenance of traffic.

(b) In connection with excavation in the public rights-of-way, the requirements of this article shall control to the extent of any conflict with chapter 58, article II, sections 58-33 through 58-36 of the Code.

(c) In addition, in connection with excavation in the public rights-of-way, a registrant shall, where applicable, comply with the Underground Facility Damage Prevention and Safety Act set forth in F.S. ch. 556, as it may be amended. In the event of any conflicts with existing utilities or utility service laterals, the proposed location of the communications facility will be adjusted, not the utility.

(d) To the extent not inconsistent with applicable codes, underground cables, where required, shall have consistent alignment parallel with the edge of pavement, a 36-inch depth of cover for the paved portion of roadways, sidewalks and driveway aprons a 24-inch to 30-inch depth of cover in all areas except the paved portion of roadways, sidewalks and driveway aprons, and shall have a three-foot horizontal clearance from underground utilities and their appurtenances. Below grade communication facility shall not be allowed under a swale or ditch unless such restriction is waived by the public works and public utilities director or city manager with appropriate conditions of a permit that the registrant or permittee clean or re-excavate the swale or ditch to its appropriate grade prior to installation of the facility.

(e) *Grounding rods and pull boxes.* The grounding rod may not extend above the top of the public right-of-way or sidewalk and must be placed in a pull box, and the ground wire between the pole and ground rod must be inside an underground conduit. All pull boxes shall be vehicle load bearing, comply with applicable codes and FDOT standard specifications and be listed on the FDOT approved products list. A four-inch-thick concrete pad shall be installed extending 12 inches around all pull boxes not located in the sidewalk. No new or replacement pull boxes shall be located in pedestrian ramps.

(f) Consistent with section 58-36 of the Code, the city may require the use of trenchless technology (i.e., directional bore method) or may prohibit underground missile boring for the installation of facilities underground in the public rights-of-way. The registrant shall be solely liable for the displacement, damage or destruction of any property, public rights-of-way, irrigation system, utility, or landscaping as a result of the placement or maintenance of its facility within the public rights-of-way. The city may issue such rules and regulations concerning the method for placement or maintenance of a communications facility in public rights-of-way as may be consistent with this article and other applicable codes and standards. The provisions of this subsection are not intended to prevent the use of any method of construction not specifically prescribed by this subsection, provided that any such method has been approved by the city.

(g) In an effort to minimize adverse impacts and disruption in the public rights-of-way and to other municipal improvements, the city may require the registrant to coordinate the placement or maintenance of its facilities with any work, construction, installation in or repairs of the subject public rights-of-way or other facilities therein, that is occurring or is scheduled to occur within a reasonable time from the date(s) requested in the registrant's permit application. The city may require a registrant to alter reasonably its placement or maintenance schedule as necessary to minimize disruptions and disturbance in the public rights-of-way. The city may provide a more definite time frame based on specific city construction or maintenance schedules. Registrants seeking to place communications

facilities in the public rights-of-way through excavation are strongly encouraged to contact other registrants and communications services providers to coordinate the placement of communications facilities in the public rights-of-way.

(h) Within the public rights-of-way, every communications services provider shall make space available in its trench and/or conduit to other communications services providers to the extent consistent with the federal requirements of 47 U.S.C. §224 or applicable regulations of the Florida Public Service Commission. Every communications services provider shall utilize existing conduits, pathways and other facilities whenever possible, and shall not place or maintain any new, different, or additional poles, conduits, pathways or other facilities, whether in the public rights-of-way or on privately-owned property, until written approval is obtained from the city or other appropriate governmental authority, and, where applicable, from the private property owner.

(i) *Limits on excavation in restored rights-of-way.* To avoid continual disruption and degradation to the public rights-of-way and in the interest of public safety, an area of the public rights-of-way that has been subject to excavation and restored shall not be subject to re-excavation until at least two years following the completion of such restoration, to the extent not inconsistent with applicable codes and law, unless waived by the city. If the areas where the excavation is to occur has not been fully restored by a permittee, the subsequent permittee may apply for and the city may issue a permit that requires the subsequent permittee to restore the public rights-of-way to the original condition and to warrant such restoration consistent with this article.

(j) *Trees.* A registrant shall comply with the requirements of chapter 9, article II of the city's land development code with respect to the proposed removal or disturbance of any trees on private property. A registrant shall not prune, remove or materially disturb trees during placement or maintenance of communications facilities, small wireless facilities, micro wireless facility, or utility poles in the public rights-of-way, unless approved pursuant to an applicable permit issued by the city, to the extent not inconsistent with applicable law. Tree removal or pruning is not permitted within the public rights-of-way to increase signal strength or to provide a line-of-sight for wireless facilities. Landscaping may only be disturbed or removed during placement or maintenance of communications facilities pursuant to a permit issued by the city. The city may require that any landscaping or trees so removed shall be replaced or mitigated in accordance with the approved restoration plan.

(k) *Restoration of public rights-of-way.* A registrant shall, at its own expense, restore the public rights-of-way to at least its original condition before such work in public rights-of-way was initiated, subject to the city's satisfaction upon inspection. Registrant shall warrant its restoration for a period of 12 months after completion of such restoration. If the registrant fails to make such restoration within 21 calendar days after completion of construction, or such other time as may be required by the city, the city may, after written notice to the registrant, perform such restoration using city employees, agents or contractors, and charge all costs of the restoration to the registrant in accordance with F.S. § 337.402, as it may be amended, and require reimbursement within 30 days after the submission of the invoice by the city to the registrant. Consistent with section 58-37 of the Code, if the registrant fails to complete restoration work by the estimated date for completion listed in the permit, following notice to the registrant or permittee, the city shall have the right to restore the right-of-way

and to charge the registrant or permittee for actual costs of such restoration work plus 25 percent of such costs for administrative expenses, to the extent not inconsistent with F.S. § 337.402, as it may be amended. The costs and administrative expenses shall not be eligible for credit against any other payments that may be owed by the registrant to the city. Consistent with section 58-39 of the Code, the city manager shall make inspections to administer and enforce the provisions of this subsection. The registrant or permittee shall notify the city manager 48 hours prior to commencing construction and at the time of completion of work under the permit. Upon completion, the city manager shall inspect the work to determine whether the restoration has been acceptably completed. In such event, the city shall notify the registrant in writing that the 12-month restoration warranty period has begun.

(l) A registrant shall immediately notify the city of any damage to city utilities, city fiber or other city facilities as a result of a registrant's construction in the public rights-of-way. The registrant shall repair such damage at its expense within the time frame required by the city given the nature of the damage and impact on city services. In its discretion, the city may repair or arrange for the repair of such damage and charge such expense to the registrant.

(m) Any communications facilities heretofore or hereafter placed upon, under, over, or along any public rights-of-way that is found by the city to be unreasonably interfering in any way with the convenient, safe or continuous use or the maintenance, improvement, extension or expansion of such public rights-of-way shall, upon 30 days' written notice to the registrant or its agent, be removed or relocated by such registrant at its own expense except as explicitly provided under F.S. § 337.403. The city may waive or extend the time within which a registrant shall remove or relocate a communications facility for good cause shown.

(n) Removal or relocation at the direction of the city of a registrant's communications facility in public rights-of-way shall be governed by the provisions of F.S. §§ 337.403 and 337.404, as they may be amended. Subject to F.S. § 337.403, whenever an order of the city requires such removal or change in the location of any communications facility from the public rights-of-way, and the facility owner fails to remove or change the same at its own expense to conform to the order within the time stated in the notice, the city may proceed to cause the communications facility to be removed. The expense thereby incurred except as provided in F.S. § 337.403(1)(a)—(c), shall be paid out of any money available therefor, and such expense shall be charged against the registrant of the communications facility and levied, collected and paid to the city.

(o) Subject to F.S. § 337.403, whenever it shall be necessary for the city to remove or relocate any communications facility, the registrant of the communications facility shall be given notice of such removal or relocation and an order requiring the payment of the costs thereof, and shall be given reasonable time, which shall not be less than 20 nor more than 30 days in which to appear before the city council to contest the reasonableness of the order. Should the registrant not appear, the determination of the cost to the registrant shall be final, in accordance with F.S. § 337.404.

(p) A final order of the city shall constitute a lien on any property of the registrant and may be enforced by filing an authenticated copy of the order in the office of the clerk of the circuit court of the county wherein the registrant's property is located and/or by drawing upon the registrant's fund and/or performance bond.

(q) The city retains the right and privilege to cut or move any communications facilities located within the public rights-of-way of the city, as the city may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the city shall attempt to notify the registrant of the communications facility, if known, prior to cutting or removing a communications facility and shall notify the registrant of the communications facility, if known, after cutting or removing a facility.

(r) The city shall have the right to make such inspections of facilities placed or maintained in public rights-of-way as it finds necessary to ensure compliance with this article. The city shall have access without charge to any manholes or hand holes at any time, of a communications services provider in which the city has facilities, provided the city has given such provider reasonable prior notice so that such provider can have trained personnel present when the accesses such manholes. Notwithstanding the foregoing, the city, in the proper exercise of its municipal police powers and duties with respect to the public rights-of-way, shall have access to all manholes and hand holes without charge of such provider. In the event the city determines that a violation exists with respect to registrant's placement or maintenance of facilities in the public rights-of-way that is not considered to be an emergency or danger to the public health, safety or welfare, the city will provide registrant no less than three days written notice setting forth the violation and requesting correction.

(s) ~~Following the completion of construction to place a new or replace an existing communications facility in the public rights-of-way, the registrant shall promptly provide "as-builts" upon completion of any installation or construction. The plans shall be in a PDF file or other format required by the city and sealed by a licensed engineer and CAD (computer aided design) file formats, showing the two-dimensional location of the facilities, based on the city's geographical database or other format acceptable to the city. The registrant shall provide such plans at no cost to the city. The city shall maintain the confidentiality of such plans and any other information provided in accordance with F.S. § 202.195, as it may be amended.~~

~~(t)~~ The city reserves the right to place and maintain, and permit to be placed or maintained, sewer, gas, water, electric, storm drainage, communications, and other facilities, fiber, cables or conduit, and to do, and to permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the city in public rights-of-way occupied by the registrant. To the extent not inconsistent with applicable law, a registrant shall allow city facilities to be collocated within city's public rights-of-way through the use of a joint trench during registrant's construction project. Such joint trench projects shall be negotiated in good faith by separate agreement between registrant and city and may be subjected to other city rights-of-way requirements. The city further reserves without limitation the right to alter, change, or cause to be changed, the grading, installation, relocation or width of the public rights-of-way within the limits of the city and within said limits as same may from time to time be altered.

~~(u)~~(t) A registrant shall, on the request of any person holding a permit issued by the city, temporarily raise or lower its communications facilities to permit the work authorized by the permit. The expense of such temporary raising or lowering of facilities shall be paid by the person requesting the same, and the registrant shall have the authority to require such payment in advance. The registrant shall be given not less than 30-days advance written

notice to arrange for such temporary relocation. If the city requests a temporary raising or lowering of a facility for a public purpose, the city shall not be charged for the temporary raising or lowering of the facility.

~~(v)~~(u) This article does not authorize a person to collocate or attach wireless facilities, including any antenna, micro wireless facility, or small wireless facility, on a privately owned utility pole, a utility pole owned by an electric cooperative or a municipal electric utility, a privately owned wireless support structure, or other private property without the consent of the property owner.

~~(w)~~(v) *Abandonment.* Upon determination by a registrant that one or more of its communications facilities in the public rights-of-way is to be abandoned, the registrant shall notify the city no later than 90 days from such determination, or no later than 30 days following such abandonment, whichever is sooner. The city may independently establish that a communications facility has been abandoned. In reaching such determination, the city may request documentation and/or affidavits from the registrant regarding the active use of the facility. If registrant fails to provide the requested documentation within 30 days, a rebuttable presumption shall exist that registrant has abandoned the communications facility. Any small wireless facility, micro wireless facility, utility pole for collocation of a small wireless facility, or other communications facility installed within the public rights-of-way that is abandoned shall be removed by the registrant at its expense within 30 days of receipt of notice from the city. Failure to remove an abandoned facility within the 30 days' period shall be deemed to be the registrant's consent for the city to remove the facility at the registrant's or provider's expense or for the city to allow another person to remove the facility at the registrant's or provider's expense. All permit applications and requests by the registrant will be suspended until the completion of the abandonment in accordance with code to the city's satisfaction to the extent not inconsistent with applicable law. The registrant shall be responsible for all damage to the public rights-of-way and any facilities or utilities damaged as a result of such removal, and shall restore the public rights-of-way as required in this subjection.

~~(x)~~(w) If there are two or more users of a single facility, then this provision shall not become effective until all users cease using the facility. Notwithstanding the foregoing, if the facility is attached to an existing structure that has an independent function such as a light pole, intersection signal, pedestrian signal, utility pole or the like, said abandonment of the facility requires removal of the facility only and does not require the removal of the existing structure.

Sec. 58-78. – Development and objective design standards for the placement or maintenance of communications facilities in the public rights-of-way.

(a) *Terms and conditions for collocation on city utility poles.*

(1) The city shall not enter into an exclusive arrangement with any person for the right to attach equipment to city utility poles. The city reserves the right to enter into agreements for collocation on city utility poles in its discretion.

(2) *Reservation of space on city utility poles.* The city hereby reserves the top one-third of the useable space of the vertical pole component of all city utility poles in the public

rights-of-way for future public safety uses. The city manager may waive the reservation of space on city utility poles. The city may reserve additional space on city utility poles for future public safety uses. However, a reservation of space may not preclude collocation of a small wireless facility. If replacement of the city utility pole is necessary to accommodate the collocation of the small wireless facility and the future public safety use, the pole replacement is subject to make-ready provisions and the replaced pole shall accommodate the future public safety use. The replaced pole shall continue to be owned by the city.

(3) The rate to collocate a small wireless facility on a city utility pole shall be $150.00 per pole annually, or the highest rate authorized by applicable law. This amount shall not be deducted from any fees or taxes that may be due to the city. The fee shall be paid upon the city's issuance of a permit to collocate a small wireless facility on a city utility pole and annually thereafter on October 1.

(4) Agreements between the city and wireless providers that were in effect on July 1, 2017, and that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on city utility poles, remain in effect, subject to applicable termination provisions. The wireless provider may accept the rates, fees, and terms established under this article for small wireless facilities and utility poles that are the subject of an application submitted after the rates, fees, and terms become effective.

(5) For a city utility pole that supports an aerial facility used to provide communications services or electric service, the parties shall comply with the process for make-ready work under 47 U.S.C. §224 and implementing regulations or applicable regulations of the Florida Public Service Commission. The good faith estimate of the city for any make-ready work necessary to enable the pole to support the requested collocation must include pole replacement if necessary.

(6) For a city utility pole that does not support an aerial facility used to provide communications services or electric service, the city shall provide a good faith estimate for any make-ready work necessary to enable the pole to support the requested collocation, including necessary pole replacement, within 60 days after receipt of a complete application. Make-ready work, including any pole replacement, must be completed within 60 days after written acceptance of the good faith estimate by the registrant. Alternatively, the city may require the registrant seeking to collocate a small wireless facility to provide a make-ready estimate at the applicant's expense for the work necessary to support the small wireless facility, including pole replacement, and perform the make-ready work. If pole replacement is required, the scope of the make-ready estimate is limited to the design, fabrication, and installation of a utility pole that is substantially similar in color and composition. The city may not condition or restrict the manner in which the registrant obtains, develops, or provides the estimate or conducts the make-ready work subject to usual construction restoration standards for work in the right-of-way. The replaced or altered utility pole shall accommodate the city's equipment and intended function and shall remain the property of the city, subject to the city's acceptance of the replaced or altered pole that complies with these requirements.

(7) The city may not require more make-ready work than is required to meet applicable codes or industry standards. Fees for make-ready work may not include costs related to preexisting damage or prior noncompliance. Fees for make-ready work, including any pole replacement, may not exceed actual costs or the amount charged to communications services providers other than wireless services providers for similar work and may not include any consultant fee or expense.

(8) A collocation of a small wireless facility on a city utility pole shall comply with all applicable codes and this article, and shall not compromise the city utility pole's finish, functionality, or structural integrity particularly with respect to vulnerability to high velocity wind conditions.

(9) A collocation of a small wireless facility on a city utility pole shall not affect the city's ability to remove or to replace the pole in its sole discretion. A city utility pole that has been partially removed or has been designated to be removed by the city shall not be available for collocation or repurpose for collocation. Within 30 days after receiving notification that the city intends to remove or to replace the utility pole, the registrant shall remove its collocated small wireless facility at its cost. In the interest of public safety and safety of city employees, a city structure in the public rights-of-way used to support an avian structure or facility shall not be available for collocation or repurpose or replacement for collocation. A city building or city utility pole extending from a building in the public rights-of-way shall not be available for collocation, or repurpose or replacement for collocation.

[No changes to the remainder of Section 58-78]

[No changes to Sections 58-79 and 58-80]

SECTION 3. 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 4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

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

SECTION 6. This ordinance shall become effective immediately upon final passage by the City Council.

_____
MAYOR SCOTT STILTNER

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2025

Passed and adopted on second and final reading on the day of _____, 2025

Reviewed and Approved:_____
Matthew Jones, City Attorney

[CA-6109]

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. 2025-05 – Amending Chapter 58 - Streets, Sidewalks and Other Public Places, Article IV. Communications Facilities in Public Rights-of-Way

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 law[1] 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 the Code of Ordinances amends Chapter 58 - Streets, Sidewalks and Other Public Places, Article IV. Communications Facilities in Public Rights-of-Way.

The proposed Ordinance 2025-05 serves the public health, safety, morals, and welfare of the municipality by optimizing operations for the City of Port Orange and its citizens, by removing certain requirements for facilities in public rights-of-way, such as photographic/videographic documentation of the work area prior to construction, dispensing with permitting requirements for certain routine maintenance tasks, removing various certifications of the engineering plan, and the requirement to provide as-builts upon completion.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:
No new direct compliance costs to businesses are estimated by Ordinance 2025-05.

(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:
No new regulatory costs are anticipated. No new charges or fees are anticipated to business owners.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
A small number of communication businesses are estimated to be impacted by Ordinance 2025-05; however, the impact is estimated to be a positive one, by streamlining their operations and interactions with the City.

4. Additional information the governing body deems useful[2] (if any):

[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*.