



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JUNE 17, 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. Silent Invocation
2. Pledge of Allegiance
3. Roll Call
4. Public Comments on Consent Agenda Items Only

B. CONSENT AGENDA

5. Approval of Minutes
 - a. June 3, 2025 - Regular City Council Meeting
6. Bid Awards and Contract Items
 - a. Approval of Task Authorization No. 23 with Kimley-Horn and Associates, Inc. for a Water Treatment Plant Actina Pilot Study
 - b. Approval of Change Order No. 3 to the EJCDC Agreement for ITB #22-10 – Water Reclamation Facility East Master Lift Station Upgrade with McMahan Construction Company, Inc.
 - c. Approval of Change Order No. 1 to Task Authorization No. 6 with Kimley-Horn and Associates, Inc. (RSFQ No. 21-03) related to ITB #22-10 – Water Reclamation Facility East Master Lift Station Upgrade Construction Phase Service
 - d. Approval of Change Order No. 2 to Addendum No. 1 – Scope of Work No. 4361-6 (CA8487) with Hydro-Dyne Engineering, Inc. for the direct purchase of two (2) Center Flow Bar Screens for the Water Reclamation Facility
 - e. Approval of Task Authorization No. 2 to Paul Culver Construction, Inc. related to repairs for the REC building

7. Approval of revised Volusia County Combined-Drug Task Force Multi-Agency Voluntary Cooperation Mutual Aid Agreement
8. Approval of School Resource Officer Agreement between the Volusia County School Board and the City of Port Orange
9. Approval of Volusia County Funding Allocation for the Edward Byrne Memorial Justice Assistance Grant Countywide (JAGC) Program
10. Approval to submit Community Oriented Police (COPS) Hiring Program (CHP) Grant Application
11. Resolution No. 25-31 - Rescinding Resolution No. 82-15 Fluoridation of Drinking Water for the City of Port Orange
12. Resolution No. 25-33 - Approval of a property exchange with the School Board of Volusia County

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

D. COMMENTS AND ADDITIONAL ITEMS

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

E. PUBLIC HEARING

16. Second Reading - Ordinance No. 2025-14 - Annexation/Vintage Acres
17. Second Reading - Ordinance No. 2025-16 - Rezoning/422 Jefferson Avenue

F. COUNCIL COMMITTEE REPORTS

18. City Council Committee Reports
 - a. First Step Shelter - Councilman Shawn Goepfert
 - b. Port Orange/South Daytona Chamber of Commerce - Councilman Shawn Goepfert

G. 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



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

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PREFERABLY WITHIN 2 WORKING DAYS OF YOUR
RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE
MEETING OR HEARING DATE.

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
JUNE 3, 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.

Silent Invocation

Pledge of Allegiance

Roll Call

Present:	Councilman Shawn Goepfert Councilman Lance Green Mayor Scott Stiltner
Absent:	Councilman Jonathan Foley (excused) Vice Mayor Tracy Grubbs (excused)
Also Present:	City Manager Wayne Clark Asst. City Attorney Shannon Balmer Deputy City Clerk Amanda Bonin

4. Public Comments on Consent Agenda Items Only

There were none.

CONSENT AGENDA

5. Approval of Minutes
 - a. May 20, 2025 - Regular City Council Meeting
6. Bid Awards and Contract Items
 - a. Approval to award ITB #25-12 to East Coast Marine Construction & Design for Causeway Park Renovations
7. Approval of Renewal No. 2 of the Interlocal Agreement with the Utilities Commission of New Smyrna Beach for Potable Water and Reclaimed Services
8. Resolution No. 25-30 - Budget Transfer for 413 Herbert Street Purchase - Depot Park

Motion to approve the Consent Agenda as presented was made by Councilman Shawn Goepfert and Seconded by Councilman Lance Green. Motion carried unanimously by roll call vote.

Rob Sabatino, resident, expressed his concerns regarding permitting for repairs needed in his neighborhood.

Cassandra Rhodes, Board Member with the Port Orange/South Daytona Chamber of Commerce, expressed the board's appreciation to City Council for their continued support and talked about upcoming events to include the Golf League which starts June 4, the Mega Mixer on June 5, and the Mix and Mingle on June 6.

COMMENTS AND ADDITIONAL ITEMS

9. Council Members

Councilman Green advised that cameras have been installed at the City parks and commended the Police Department for their efforts in catching a recent vandal.

Councilman Goepfert expressed his appreciation to the team at the Cypress Head Golf Course for their hard work and successful golf event.

Mayor Scott Stiltner spoke on the vandalism of public property, requests restitution for the damages caused, and mentioned the Memorial Day event was a success and well-attended.

10. City Attorney

There was nothing further.

11. City Manager

Wayne Clark, City Manager, explained the permitting issue that was brought up during the public comment section and clarified what the FEMA substantial flood zone letters were for.

SPECIAL REPORTS

12. Report from KemperSports on the Cypress Head Golf

Jeff Dayton, General Manager at Cypress Head Golf Club, provided an update on the golf course as well as the financials for February through April 2025.

Mayor Stiltner spoke about the Mayor's Golf Tournament and what the proceeds benefit.

13. Port Orange Community Trust Annual Update

Dawn LeBeau, Executive Director with Port Orange Community Trust, provided an

annual report, highlighted upcoming events, and spoke about the impact they have on the community.

Council members thanked the Port Orange Community Trust members and volunteers for a great job and for everything they do to give back to the community.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

14. Golf Advisory Board Report

Richard Lee, Chairman, provided an update on the bunker project, expressed some concerns, and answered Council members' questions.

15. Parks and Recreation Board Appointments (x2)

There are two positions for the Parks and Recreation Board with four applicants.

Applicants, Christina Berry, Jeff Brabham, and Kathleen Mallegol expressed their interest to serve on the advisory board and touched on their skillset and experience.

Applicant Brian Syford was unable to attend the Council meeting as he is currently out of town.

Mayor Stiltner spoke on the involvement/commitment that will be required of the board.

Motion to nominate Jeff Brabham to the Parks and Recreation Advisory Board was made by Councilman Lance Green and Seconded by Councilman Shawn Goepfert. Motion carried unanimously by roll call vote.

Motion to nominate Brian Syford to the Parks and Recreation Advisory Board was made by Councilman Shawn Goepfert and Seconded by Councilman Lance Green. Motion carried unanimously by roll call vote.

16. Environmental Advisory Board Appointment

Motion to nominate Kathleen Mallegol to the Environmental Advisory Board was made by Councilman Shawn Goepfert and Seconded by Councilman Lance Green. Motion carried unanimously by roll call vote.

17. First Reading - Ordinance No. 2025-16 - Rezoning/422 Jefferson Avenue

Assistant City Attorney, Shannon Balmer, read Ordinance No. 2025-16 into the record.

ORDINANCE NO. 2025-16

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY LOCATED AT 422 JEFFERSON AVENUE, CONSISTING OF APPROXIMATELY ±0.26 ACRES FROM COMMUNITY COMMERCIAL (CC) TO NEIGHBORHOOD PRESERVATION (NP); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2025-16 was made by Councilman Shawn Goepfert and Seconded by Councilman Lance Green.

Penelope Cruz, Planning Manager, presented the agenda item.

Motion carried unanimously by roll call vote.

REGULAR AGENDA

18. FY 2025-2026 Budget Discussions (Preliminary Capital Improvement Plan, Capital Outlay and Fleet)

Mark Simpson, Finance Director, and Mr. Clark provided a presentation for the Capital Improvement Projects (CIP) and answered the Council members' questions.

COUNCIL COMMITTEE REPORTS

19. City Council Committee Reports

a. Volusia Flagler TPO - Councilman Jonathan Foley

Councilman Jonathan Foley was absent and will follow up with his report at a later date.

b. Fire Pension Board - Councilman Jonathan Foley

Councilman Foley was absent and will follow up with his report at a later date.

c. Police Pension Board - Councilman Lance Green

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Councilman Green provided an update from the Police Pension Board's quarterly meeting.

d. General Employee's Pension Board - Mayor Scott Stiltner

Mayor Stiltner provided an update from the General Employee's Pension Board's quarterly meeting.

ADJOURNMENT - 8:08 p.m.

Attest:

Mayor Scott Stiltner

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/17/2025

SUBJECT: (B6a) Approval of Task Authorization No. 23 with Kimley-Horn and Associates, Inc. for a Water Treatment Plant Actina Pilot Study

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 23 with Kimley-Horn & Associates, Inc. (CA7763) for the Water Treatment Plant Actina Pilot Study for an amount not to exceed \$142,824; and authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: The Public Utilities and Engineering Departments are requesting approval of Task Authorization No. 23 with Kimley-Horn & Associates, Inc. under the Master Contract for Engineering and Environmental Services (CA7763) for the Water Treatment Plant (WTP) Actina Pilot Program for an amount not to exceed \$142,824.

The City's existing surface water facility consists of conventional lime-softening treatment and ancillary processes to enhance treatment. The Public Utilities Department is looking at options for treating the existing raw water supply more efficiently and effectively.

The Actina is a drinking water softening process by pellet that is designed to limit calcium carbonate deposits caused by daily use of hard water. The deposits can cause clogging and affect the proper operation of the City's water treatment plant, businesses, and residential households.

The pilot study will determine the ability of the unit to impact reduction or rejection of each item in the raw water supply including, hardness, Total Organic Carbon, turbidity, color, and iron present in the raw water. It is intended to provide general estimates of chemical demands, energy demands, solids generated and estimated finished water quality. Water quality sampling will be handled in-house.

Kimley-Horn and Associates, Inc. has provided a scope of work regarding the implementation of an Actina pilot unit. They will provide engineering services to support the proposed pilot testing. The pilot study is being performed with the goal of evaluating the ability of the Actina pellet softening to effectively treat the City's raw water supply.

Task Authorization No. 23 will require a term of 180 days from the issuance of the Notice to Proceed. This will allow sufficient time for staff evaluation.

PRESENTER: Steve Parnell

ATTACHMENTS:

1.	Kimley-Horn & Associates, Inc. Task Authorization No 23 - WTP Actina Pilot Study	Kimley-Horn & Associates, Inc. Task Authorization No 23 - WTP Actina Pilot Study.pdf
2.	Task Authorization No 23 - WTP Actina Pilot Study	Task Authorization No 23 - WTP Actina Pilot Study.docx
3.	WTP Actina Pilot Proposal	WTP Actina Pilot Proposal.pdf
4.	Executed Kimley-Horn Renewal form 1-14-2025	Executed Kimley-Horn Renewal form 1-14-2025.pdf
5.	Kimley-Horn Contract CA7763	Kimley-Horn Contract CA7763.pdf
6.	Kimely Horn - Affidavit for Human Trafficking_08.29.2024	Kimely Horn - Affidavit for Human Trafficking_08.29.2024.pdf
7.	Kimley-Horn and Associates, Inc. ALL 4.1.2025	Kimley-Horn and Associates, Inc. ALL 4.1.2025.pdf

Julia Wiggins	Created/Initiated - 5/12/2025
Christopher Wall	Approved - 5/12/2025
Steve Parnell	Approved - 5/13/2025
Junos Reed	Approved - 5/19/2025
Mark Simpson	Approved - 5/27/2025
Matthew Jones	Approved - 6/3/2025
Wayne Clark	Final Approval - 6/5/2025

TASK AUTHORIZATION NO. 23
Master Contract for Services dated January 18,2022
Between the City of Port Orange, Florida and Kimley-Horn and Associates, 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 **KIMLEY-HORN AND ASSOCIATES, INC.**, North Carolina corporation, registered to transact business in Florida, with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("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 the Port Orange Garnsey Water Treatment Plant (WTP) Actina Pilot Study; as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1." In the event of a conflict between the terms of this Task Authorization and the "Other Special Terms" clause provided in the Scope of Work attached hereto as Exhibit "1," the "Other Special Terms" clause shall prevail.

3. Engineer shall complete the services to be provided herein within 180 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 **\$142,824.00**. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. Truth-in-Negotiations

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

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

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

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

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

Printed Name: _____ By: _____
Jonathan D. Thigpen, Senior Vice President

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Scott Stiltner, Mayor

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

EXHIBIT “1”

Engineer's Quote

Consisting of 6 Pages

PROPOSAL FOR PORT ORANGE GARNSEY WATER TREATMENT PLANT (WTP)

ACTINA PILOT STUDY

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated January 18, 2022, which is incorporated herein by reference.

Project Understanding

The scope of work presented below was prepared following discussions with the City of Port Orange staff regarding the implementation of an Actina pilot unit. The City has requested for Kimley-Horn to provide engineering services to support the proposed pilot testing. The proposed pilot testing is being performed with the goal of evaluating the ability of Actina pellet softening to effectively treat the City's raw water supply source.

The City's existing surface water facility consists of conventional lime softening treatment and ancillary processes to enhance treatment. It is understood that the City is looking at options for treating the existing raw water supply and Actina pellet softening is one of the options for consideration. The following is understood about the pilot study:

- The pilot study will focus on the following parameters to determine the ability of the unit to impact reduction or rejection of each item within the raw water supply: hardness, TOC, turbidity, color, and iron present in the raw water.
- The pilot testing is intended to provide general estimates of chemical demands, energy demands per thousand gallons treated, solids quantities generated per thousand gallons produced, and estimated finished water quality for the duration of the pilot using typical feed water for the normal operation of the facility.
- The anticipated duration of the pilot testing is to be 4 weeks of operation with electronic and manual data collection during the requested timeframe from the City staff.
- Water quality sampling will be performed in-house by City staff and those parameters needing an outside laboratory for analysis will be coordinated by the City.
- Treated water from the pilot unit will be discharged to the existing onsite sanitary collection system or onsite stormwater pond.

Specific Scope of Basic Services:

Task 1: Pilot Testing Protocol

It is understood the City will provide a summary of the existing raw water quality that can be used to develop water quality projections. The raw water projection will be used to establish testing parameters for the pilot protocol and sampling frequencies for pilot operation.

Kimley-Horn will prepare the draft pilot operating protocol summarizing the operating conditions, parameters and configurations for the pilot testing and data collection plan. The protocol will include the pipe sizes for the unit's wet connections and electrical specifications

for the electrical installation. The protocol will include a responsibility matrix identifying the party or personnel responsible for the operation, sampling, data collection, data analysis, and review designees.

The protocol will include a step-by-step procedure for the pilot testing process detailing the stages of pilot testing, schedule, and criteria of concern ranges of operation for the operating staff's reporting. A communication plan will be identified should one of the parameters be out of range to notify City staff and Consultant.

Kimley-Horn will lead one (1) review meeting and site visit which will include: location review and placement of the pilot unit; findings and discussion points/selection of the submitted unit supplier's performance projections; the draft pilot operating protocol; and any observed water quality trends for future raw water projection. The meeting team will review and discuss each item listed above and provide final City comments for incorporation into the final documents by Kimley-Horn.

Permit Coordination

It is understood that a construction permit is not required for pilot units that discharge to waste in accordance with Florida Administrative Code 62-555.520 (1)(d)4. Kimley-Horn will draft a letter to the Florida Department of Environmental Protection (FDEP) to notify them about the installation of the proposed pilot unit and to confirm that additional notifications/reporting is not required.

Task 2: Pilot Unit Installation & Startup

Kimley-Horn will provide limited support services for the installation, start up and training of the pilot testing unit procurement. Kimley-Horn will engage the services of Veolia Water Technologies, the Actina pilot unit supplier. This support services will consist of:

- Development of drawings to identify site improvements required for installation of the pilot unit.
- Attending up to one (1) day of onsite training to be conducted by the pilot unit vendor. It is understood that the training will include hands-on training with the pilot unit and written manual (as provided by the vendor) for the unit to familiarize City staff with the unit, its operation, data collection, troubleshooting, and to address any questions or comments regarding the field operation of the pilot unit.
- Provide support services to the City during operation of the pilot testing to help answer questions and troubleshoot issues with the pilot unit.
- The pilot unit rental is contracted directly with the Kimley-Horn for the duration of the pilot testing. Kimley-Horn will review and advise any updates or deviations from the pilot protocol as needed to obtain satisfactory data collection and optimization for the facility analysis.

It is understood that the City will assist the manufacturer to decommission the pilot unit and disconnect electrical and mechanical connections. The manufacturer will remove and transport the pilot unit to from the City's facility.

Task 3: Pilot Unit Testing

During the 4 weeks the Actina pilot unit is operating at the City's WTP, Kimley-Horn will perform

full system analysis and assessment of varying water quality produced by the pilot unit. Following the 4-week pilot testing period, Kimley-Horn will provide a summary of the pilot unit performance and recommendation of the unit's effectiveness for treating the raw water supply through the Pilot Testing Report listed in Task 4.

It is assumed that City staff will collect daily routine operating data (pH, turbidities, pressures, flow rates, etc.) from the pilot unit, insert that data in the electronic spreadsheet, and forward the spreadsheet to Kimley-Horn twice per week to be used in conjunction with any automatic data collected through the pilot unit's online instruments (if included and provided by the supplier). Additional laboratory sample collection will include water quality related samples to be tested by an independent laboratory prior to pilot startup, during the testing period, and prior to completion of each manufacturer's pilot testing during the study. The City staff will prepare the sampling bottle preparation, sampling and testing with the City's laboratory (or selected laboratory) for the selected parameters identified in the pilot protocol. These sample analyses will be provided by the City's laboratory or invoiced directly to the City under their existing contract with a contracted laboratory. The sampling and testing will include primary and secondary contaminants as defined by the US EPA as well as additional operating parameters.

Kimley-Horn shall provide test results in graphical format to the City staff. This documentation will be presented to the City during a progress meeting following the pilot testing phase of this scope.

Kimley-Horn will include up to four (4) site visits and weekly progress meetings which will also include a process inspection site visits to the City's WTP to review the overall pilot unit operation and system condition.

Task 4: Pilot Testing Report

Kimley-Horn will prepare a report which presents the findings and recommendations of the pilot testing program described in this scope of services. The report will include a description of the overall pilot process including raw water characteristics, chemical dosing, unit operations, and pellet extraction. Full scale operations, including operating and maintenance costs, will be identified based on findings from the pilot study. The report will also include all the compiled laboratory testing results. Kimley-Horn will submit a pilot testing report in draft format and attend one meeting to discuss these findings. Any comments from the City will be incorporated into the final report.

Additional Services:

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Additional site visits
- Permitting and/or regulatory coordination beyond what is described in the scope of services
- Pilot unit upgrades or installation
- Engineering evaluations, designs, reviews, presentations, permitting, planning, and other related services



Schedule:

Kimley-Horn shall complete the services in this work authorization in accordance with the following schedule:

Task Name	Duration
Task 1 – Pilot Testing Protocol and Permit Coordination	1 - 2 months from NTP
Task 2 – Pilot Unit Installation and Startup	4 weeks
Task 3 – Pilot Unit Testing	4 weeks
Task 4 – Prepare Report	2 months from Task 3

Note:

- Scheduled times listed above include 2 weeks for review of deliverables by the City and other entities.
- Schedule is based on the availability of the Pilot Unit and will be confirmed following official task authorization.

Deliverables:

Deliverables for this project include the following:

- Draft pilot operating protocol
- Final pilot operating protocol
- Pilot operational instructions (provided by Actina)
- Notification letter to FDEP
- Data recording spreadsheet
- Data review and results graphs
- Draft pilot testing report
- Final pilot testing report

Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of \$142,824 inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

Task Name	Lump Sum Fee
Task 1 – Pilot Testing Protocol and Permit Coordination	\$23,880
Task 2 – Pilot Unit Installation and Startup	\$56,811 (including subconsultant)
Task 3 – Pilot Unit Testing	\$36,443
Task 4 – Prepare Report	\$25,690
Total	\$142,824

Other Special Terms:

Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.

In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Work Order from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed \$50,000. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

Consultant is retaining Subconsultant to provide the services described herein solely for the administrative convenience of the Client. Client acknowledges that Consultant will not be reviewing the work product of Subconsultant and agrees that Consultant shall not be liable for it in any way. If the Client has any future claim related to these services, Client will pursue the claim against Subconsultant directly and hold harmless Consultant from any such claim.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____
Joe Mecca, PE



TITLE: See Page 4 of Task Authorization No. 23

TITLE: Sr. Vice President

DATE: _____

DATE: _____

TASK AUTHORIZATION NO. 23
Master Contract for Services dated January 18,2022
Between the City of Port Orange, Florida and Kimley-Horn and
Associates, 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 **KIMLEY-HORN AND ASSOCIATES, INC.**, North Carolina corporation, registered to transact business in Florida, with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("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 the Port Orange Garnsey Water Treatment Plant (WTP) Actina Pilot Study; 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 180 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 **\$142,824**. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. Truth-in-Negotiations

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

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

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

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

Witnesses: **KIMLEY-HORN AND ASSOCIATES, INC.**

Printed Name: _____ By: _____
Jonathan D. Thigpen, Senior Vice President

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Scott Stiltner, Mayor

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

PROPOSAL FOR PORT ORANGE GARNSEY WATER TREATMENT PLANT (WTP)

ACTINA PILOT STUDY

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated January 18, 2022, which is incorporated herein by reference.

Project Understanding

The scope of work presented below was prepared following discussions with the City of Port Orange staff regarding the implementation of an Actina pilot unit. The City has requested for Kimley-Horn to provide engineering services to support the proposed pilot testing. The proposed pilot testing is being performed with the goal of evaluating the ability of Actina pellet softening to effectively treat the City's raw water supply source.

The City's existing surface water facility consists of conventional lime softening treatment and ancillary processes to enhance treatment. It is understood that the City is looking at options for treating the existing raw water supply and Actina pellet softening is one of the options for consideration. The following is understood about the pilot study:

- The pilot study will focus on the following parameters to determine the ability of the unit to impact reduction or rejection of each item within the raw water supply: hardness, TOC, turbidity, color, and iron present in the raw water.
- The pilot testing is intended to provide general estimates of chemical demands, energy demands per thousand gallons treated, solids quantities generated per thousand gallons produced, and estimated finished water quality for the duration of the pilot using typical feed water for the normal operation of the facility.
- The anticipated duration of the pilot testing is to be 4 weeks of operation with electronic and manual data collection during the requested timeframe from the City staff.
- Water quality sampling will be performed in-house by City staff and those parameters needing an outside laboratory for analysis will be coordinated by the City.
- Treated water from the pilot unit will be discharged to the existing onsite sanitary collection system or onsite stormwater pond.

Specific Scope of Basic Services:

Task 1: Pilot Testing Protocol

It is understood the City will provide a summary of the existing raw water quality that can be used to develop water quality projections. The raw water projection will be used to establish testing parameters for the pilot protocol and sampling frequencies for pilot operation.

Kimley-Horn will prepare the draft pilot operating protocol summarizing the operating conditions, parameters and configurations for the pilot testing and data collection plan. The protocol will include the pipe sizes for the unit's wet connections and electrical specifications

for the electrical installation. The protocol will include a responsibility matrix identifying the party or personnel responsible for the operation, sampling, data collection, data analysis, and review designees.

The protocol will include a step-by-step procedure for the pilot testing process detailing the stages of pilot testing, schedule, and criteria of concern ranges of operation for the operating staff's reporting. A communication plan will be identified should one of the parameters be out of range to notify City staff and Consultant.

Kimley-Horn will lead one (1) review meeting and site visit which will include: location review and placement of the pilot unit; findings and discussion points/selection of the submitted unit supplier's performance projections; the draft pilot operating protocol; and any observed water quality trends for future raw water projection. The meeting team will review and discuss each item listed above and provide final City comments for incorporation into the final documents by Kimley-Horn.

Permit Coordination

It is understood that a construction permit is not required for pilot units that discharge to waste in accordance with Florida Administrative Code 62-555.520 (1)(d)4. Kimley-Horn will draft a letter to the Florida Department of Environmental Protection (FDEP) to notify them about the installation of the proposed pilot unit and to confirm that additional notifications/reporting is not required.

Task 2: Pilot Unit Installation & Startup

Kimley-Horn will provide limited support services for the installation, start up and training of the pilot testing unit procurement. Kimley-Horn will engage the services of Veolia Water Technologies, the Actina pilot unit supplier. This support services will consist of:

- Development of drawings to identify site improvements required for installation of the pilot unit.
- Attending up to one (1) day of onsite training to be conducted by the pilot unit vendor. It is understood that the training will include hands-on training with the pilot unit and written manual (as provided by the vendor) for the unit to familiarize City staff with the unit, its operation, data collection, troubleshooting, and to address any questions or comments regarding the field operation of the pilot unit.
- Provide support services to the City during operation of the pilot testing to help answer questions and troubleshoot issues with the pilot unit.
- The pilot unit rental is contracted directly with the Kimley-Horn for the duration of the pilot testing. Kimley-Horn will review and advise any updates or deviations from the pilot protocol as needed to obtain satisfactory data collection and optimization for the facility analysis.

It is understood that the City will assist the manufacturer to decommission the pilot unit and disconnect electrical and mechanical connections. The manufacturer will remove and transport the pilot unit to from the City's facility.

Task 3: Pilot Unit Testing

During the 4 weeks the Actina pilot unit is operating at the City's WTP, Kimley-Horn will perform

full system analysis and assessment of varying water quality produced by the pilot unit. Following the 4-week pilot testing period, Kimley-Horn will provide a summary of the pilot unit performance and recommendation of the unit's effectiveness for treating the raw water supply through the Pilot Testing Report listed in Task 4.

It is assumed that City staff will collect daily routine operating data (pH, turbidities, pressures, flow rates, etc.) from the pilot unit, insert that data in the electronic spreadsheet, and forward the spreadsheet to Kimley-Horn twice per week to be used in conjunction with any automatic data collected through the pilot unit's online instruments (if included and provided by the supplier). Additional laboratory sample collection will include water quality related samples to be tested by an independent laboratory prior to pilot startup, during the testing period, and prior to completion of each manufacturer's pilot testing during the study. The City staff will prepare the sampling bottle preparation, sampling and testing with the City's laboratory (or selected laboratory) for the selected parameters identified in the pilot protocol. These sample analyses will be provided by the City's laboratory or invoiced directly to the City under their existing contract with a contracted laboratory. The sampling and testing will include primary and secondary contaminants as defined by the US EPA as well as additional operating parameters.

Kimley-Horn shall provide test results in graphical format to the City staff. This documentation will be presented to the City during a progress meeting following the pilot testing phase of this scope.

Kimley-Horn will include up to four (4) site visits and weekly progress meetings which will also include a process inspection site visits to the City's WTP to review the overall pilot unit operation and system condition.

Task 4: Pilot Testing Report

Kimley-Horn will prepare a report which presents the findings and recommendations of the pilot testing program described in this scope of services. The report will include a description of the overall pilot process including raw water characteristics, chemical dosing, unit operations, and pellet extraction. Full scale operations, including operating and maintenance costs, will be identified based on findings from the pilot study. The report will also include all the compiled laboratory testing results. Kimley-Horn will submit a pilot testing report in draft format and attend one meeting to discuss these findings. Any comments from the City will be incorporated into the final report.

Additional Services:

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Additional site visits
- Permitting and/or regulatory coordination beyond what is described in the scope of services
- Pilot unit upgrades or installation
- Engineering evaluations, designs, reviews, presentations, permitting, planning, and other related services



Schedule:

Kimley-Horn shall complete the services in this work authorization in accordance with the following schedule:

Task Name	Duration
Task 1 – Pilot Testing Protocol and Permit Coordination	1 - 2 months from NTP
Task 2 – Pilot Unit Installation and Startup	4 weeks
Task 3 – Pilot Unit Testing	4 weeks
Task 4 – Prepare Report	2 months from Task 3

Note:

- Scheduled times listed above include 2 weeks for review of deliverables by the City and other entities.
- Schedule is based on the availability of the Pilot Unit and will be confirmed following official task authorization.

Deliverables:

Deliverables for this project include the following:

- Draft pilot operating protocol
- Final pilot operating protocol
- Pilot operational instructions (provided by Actina)
- Notification letter to FDEP
- Data recording spreadsheet
- Data review and results graphs
- Draft pilot testing report
- Final pilot testing report

Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of \$142,824 inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

Task Name	Lump Sum Fee
Task 1 – Pilot Testing Protocol and Permit Coordination	\$23,880
Task 2 – Pilot Unit Installation and Startup	\$56,811 (including subconsultant)
Task 3 – Pilot Unit Testing	\$36,443
Task 4 – Prepare Report	\$25,690
Total	\$142,824

Other Special Terms:

Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.

In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Work Order from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed \$50,000. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

Consultant is retaining Subconsultant to provide the services described herein solely for the administrative convenience of the Client. Client acknowledges that Consultant will not be reviewing the work product of Subconsultant and agrees that Consultant shall not be liable for it in any way. If the Client has any future claim related to these services, Client will pursue the claim against Subconsultant directly and hold harmless Consultant from any such claim.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

Joe Mecca, PE



TITLE: _____

TITLE: Sr. Vice President _____

DATE: _____

DATE: _____



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: Kimley-Horn and Associates, Inc. ("Contractor")

Name of Contact Person: Jonathan Thigpen, Sr. Vice President

Mailing Address: 189 South Orange Avenue

Suite 100, Orlando, FL 32801

E-Mail Contact Address: Jonathan.thigpen@kimley-horn.com

Phone: (407) 898-1511 Fax: (561) 863-8175

[X] Standard Contract for Service CA No. 7763

[] 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

[X] 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: _____

[Handwritten Signature]

Signature

Date: 1/13/25

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-Mail: jwiggins@port-orange.org

For City Use Only:

Department Completes the Following:

[X] Renewal Accepted by the Department

[] Bond received by the Department OR [X] Bond not applicable

[X] Insurance Certificate received by the Department OR [] Insurance waived by City Manager

City Manager: _____

[Handwritten Signature]

Date: 1/14/2025



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 **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation, registered to transact business in Florida, whose principal address is 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("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 Schedule of Hourly Billing Rates as submitted by Engineer in Engineer's Proposal are attached hereto as Exhibit "1." A complete copy of RFSQ 21-03 is available in the Office of the City Clerk. Engineer represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

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

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

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

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

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

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

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

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

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

6. Statement of Engineering Services The Engineer shall:

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

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

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

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

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

10. Modifications to Scope of Work/Change Orders

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

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

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

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

11. Subcontractors or Sub-Subcontractors

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

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

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

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

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

12. Termination

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

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

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

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

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

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

13. Termination for Non-Appropriation of Funds

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

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

15. Examination of Records

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<i>Standard Insurance Requirements</i>				
	Insurance	Standards		Additional Requirements
☒	<u>Workers' Compensation</u> 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).	<u>Contract Amount</u> Up to \$10 million \$10 - \$20 million Contracts over \$20 million To Be Determined by the City.	<u>Limits</u> Statutory/\$500,000 Statutory/\$1,000,000	<input type="checkbox"/> If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. <input type="checkbox"/> If vessels involved, Jones Act coverage with limits of \$500,000 required.

<input checked="" type="checkbox"/>	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	<input type="checkbox"/> 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.
<input checked="" type="checkbox"/>	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			
<input type="checkbox"/>	Property Insurance Builders Risk. <u>Additional Coverage:</u>	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.
<input checked="" type="checkbox"/>	Professional Liability	Limits: Coverage - \$1,000,000	
<input type="checkbox"/>	Installation Floater (IT)	Limits: Coverage - \$ To be determined.	
<input type="checkbox"/>	Engineer Pollution Liability	Limits: Coverage - \$1,000,000	
<input checked="" type="checkbox"/>	Errors and Omissions	Limits: Coverage - \$1,000,000	
<input type="checkbox"/>	Umbrella Policy	Limits: Coverage - \$ To be determined.	
<input type="checkbox"/>	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
<input type="checkbox"/>	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
<input type="checkbox"/>	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: ~~Kimley-Horn and Associates, Inc.
Attention: Brian A. Good, Director
421 Fayetteville Street
Suite 600
Raleigh, North Carolina 27601~~

Attention: Jonathan D. Thigpen, Senior Vice President
189 South Orange Avenue
Suite 1000
Orlando, Florida 32801
(407) 898-1511 – Telephone
(561) 863-8175 – Facsimile

~~Wayne.White@kimleyhorn.com~~ jonathan.thigpen@kimley-horn.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.

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:

Nicole McConnell

Printed Name: NICOLE MCCONNELL

Tucker Hunter

Printed Name: Tucker Hunter

KIMLEY-HORN AND ASSOCIATES, INC.

By: [Signature]
Jonathan D. Thigpen, Senior 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.

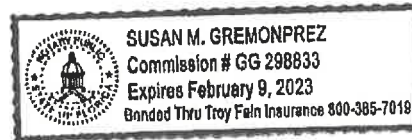
Date: January 7, 2022

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7th day of January, 2022, by Jonathan D. Thigpen, as Senior Vice President of Kimley-Horn and Associates, Inc., a North Carolina corporation, registered to transact business in Florida. He is personally known or produced _____ as identification.

[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

[Signature]
Printed Name: Jamie Miller

By: [Signature]
Donald O. Burnette, Mayor

[Signature]
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.



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

Witnesses:

ATTEST:

[Signature]
Printed Name: Jamie Miller



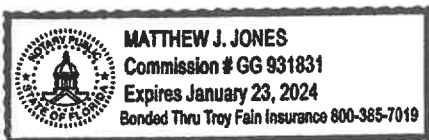
[Signature]
By: Robin L. Fenwick, MMC, City Clerk

[Signature]
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.



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

EXHIBIT "1"

Engineer's Schedule of Hourly Billing Rates and RFSQ 21-03 Section 3

Consisting of 2 Pages

**KIMLEY HORN AND ASSOCIATES
SCHEDULE OF HOURLY BILLING RATES**

Labor Position/Classification Level	Hourly Rate
Principal	\$300.00
Senior Project Manager	\$230.00
Project Manager	\$190.00
Senior Project Engineer	\$210.00
Project Engineer	\$170.00
Analyst 3	\$145.00
Analyst 2	\$125.00
Analyst 1	\$115.00
Senior Environmental Scientist	\$185.00
Environmental Scientist	\$130.00
GIS Analyst	\$130.00
Grants Coordinator	\$175.00
Sr CAD Designer	\$185.00
CAD Designer	\$150.00
CAD Technician	\$110.00
Administrative	\$95.00
Clerical	\$75.00

Notes:

1. Billing rates listed in the table above are for the period from FY2022 through FY2024.
2. The salary multiplier billing rates include all payroll burden, overheads, and profit.
3. Subconsultants will be billed at 115% of actual cost
- ~~4. Standard project expenses will be billed as an allocation equivalent to 5.0% of the labor fee.~~

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 Kimley-Horn and Associates, 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 **KIMLEY-HORN AND ASSOCIATES, INC.**, North Carolina corporation, registered to transact business in Florida, with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

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

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

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

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

5. Truth-in-Negotiations

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

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

KIMLEY-HORN AND ASSOCIATES, INC.

Printed Name: _____ By: _____
Jonathan D. Thigpen, Senior Vice President

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____

Donald Burnette, Mayor or
Wayne Clark, City Manager

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

By: _____

Robin L. Fenwick, MMC, City Clerk

Printed Name: _____

Date: _____

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

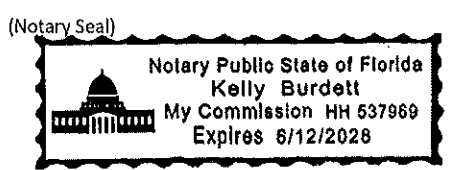
The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

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

Further Affiant sayeth not.

Date: August 29, 2024 Signed: [Signature]
Print Name: Hao Chau
Title: Vice President

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [] online notarization on the 29th day of AUGUST, 2024 by Hao Chau as Vice President on behalf of Kimley-Horn and Associates, Inc. who is personally known to me or who has produced above corp. as identification.



KELLY BURDETT HH 537969
Notary Public, State of Florida 4/12/2028
Printed name, commission and expiration of commission term



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2024

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 Edgewood Partners Ins. Center/Greyling 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C. No. Ext): 7702207699 E-MAIL ADDRESS: greylingcerts@greyling.com		FAX (A/C. No):
	INSURER(S) AFFORDING COVERAGE		
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER A: National Union Fire Ins Co of Pittsburg		NAIC # 19445
	INSURER B: Allied World Assurance Co (U.S.) Inc.		19489
	INSURER C: New Hampshire Insurance Company		23841
	INSURER D: Lloyd's of London		85202
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 221548564

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL5268169	4/1/2024	4/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			03127930	4/1/2024	4/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC015893685 (AOS) WC015893686 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
D	Professional Liability			B0146LDUSA2404949	4/1/2024	4/1/2025	Per Claim \$2,000,000 Aggregate \$2,000,000

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

Re: Comprehensive Plan Update; Kelley Klepper. The City of Port Orange is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation applies to Workers Compensation where required by written contract & allowed by law.

CERTIFICATE HOLDER**CANCELLATION**

City of Port Orange
 1000 City Center Circle
 Port Orange FL 32129-0000

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 6/17/2025

SUBJECT: (B6b) Approval of Change Order No. 3 to the EJCDC Agreement for ITB #22-10 – Water Reclamation Facility East Master Lift Station Upgrade with McMahan Construction Company, Inc.

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Change Order No. 3 under the EJCDC Agreement for ITB #22-10 WRF East Master Lift Station Upgrades with McMahan Construction Co. Inc. authorizing additional funds in an amount not to exceed \$211,314; authorizing an additional 210 days in time; and authorizing the Mayor and City Clerk to execute all required documents.

SUMMARY: The Engineering Department is requesting approval of Change Order No. 3 to McMahan Construction Company for an additional 210 days and \$211,314 under the EJCDC Agreement for ITB #22-10 Water Reclamation Facility (WRF) East Master Lift Station Upgrades for a final completion date of February 6, 2026, and a final contract price not to exceed \$4,307,564.00.

On February 21, 2023, the City entered into an agreement with McMahan Construction Co, Inc. for the Water Reclamation Facility (WRF) East Master Lift Station Upgrades for \$4,058,000. Change Order No. 1 for the purchase and installation of a steel frame to remove and reinstall the emergency standby generator, in the amount of \$38,250, was approved by Council on August 1, 2023. Change Order No. 2 for an additional 365 days to the final completion date was approved on August 21, 2024.

The WRF East Master Lift Station Upgrades project has experienced significant delays, primarily due to extended lead times associated with the fabrication of the custom-built control panels and waiting for FPL to complete the relocation of the transformer for the East Master Lift Station. The control systems being manufactured for this project are highly complex and fully customized, serving as the central operational component of the facility and forming the basis for all future planned upgrades. The upgraded facility control systems will optimize the removal of pollutants from wastewater to meet discharge standards set by regulatory agencies. Precisely controlling the treatment processes can also optimize energy consumption, reduce chemical usage, and minimize waste, leading to cost savings.

City staff have participated in several operational functionality tests at the manufacturer's facility, the most recent of which was conducted in March 2025. Based

on the results of that test, these visits have resulted in the need for additions to improve the functionality and safety prior to finalizing the panels for shipment.

According to the manufacturer, the panels are currently scheduled to ship to the job site in early August 2025. Once a confirmed delivery date is provided, the Contractor will mobilize to the site, install bypass pumping equipment, and initiate the installation of the new pumps and electrical control panels.

Summary of Change Order No. 3 Costs:

- **Control System Modifications:** Upgrades and enhancements to the controls system to improve operational efficiency, worker safety, and process redundancy not included in the original scope. These upgrades include installation of lockable window covers for the Variable Frequency Drives (VFDs) Human Machine Interface (HMI), safe touch circuitry, and Primary Logic Controller (PLC) redundancy - \$115,096.00
- **Permitting:** Additional permitting costs exceeding the contract allowance – \$300.93
- **Temporary Generator Work:** Additional electrical work required to disconnect and reconnect the trailer-mounted temporary generator, not included in the original scope – \$5,987.00
- **VFD Warranty Extension:** Warranty extensions on VFDs due to project delays – \$6,358.00
- **Pump Warranty Extension:** Warranty extensions on the three new pumps – \$8,625.00
- **Breaker Replacement:** Replacement of the main 800-amp breaker and repair of the existing unit to be retained as a spare, due to age – \$74,947.07

Total Change Order No. 3 Amount: \$211,314.00



City Staff Inspecting Controls Equipment at Witness Testing



City Staff Inspecting a Variable Frequency Drive (VFD) for Witness Testing

ATTACHMENTS:

1.	McMahan Construction Co., Inc. Change Order No 3 - ITB 22-10 Water Reclamation Facility East Master Lift Station Upgrades	McMahan Construction Co., Inc. Change Order No 3 - ITB 22-10 Water Reclamation Facility East Master Lift Station Upgrades.pdf
2.	Change order no.3, 5-19-25 with summary & proposals provided	Change order no.3, 5-19-25 with summary & proposals provided.pdf
3.	EXECUTED McMahan Const CO1 - ITB 22-10 WRF East Master Lift Station Upgrade	EXECUTED McMahan Const CO1 - ITB 22-10 WRF East Master Lift Station Upgrade.pdf
4.	EXECUTED McMahan Const CO2 - ITB 22-10 WRF East Master Lift Station Upgrade	EXECUTED McMahan Const CO2 - ITB 22-10 WRF East Master Lift Station Upgrade.pdf
5.	EXECUTED McMahan Construction Co., Inc. EJCDC Agreement ITB 22-10 WRF East Master Lift Station Upgrades	EXECUTED McMahan Construction Co., Inc. EJCDC Agreement ITB 22-10 WRF East Master Lift Station Upgrades.pdf
6.	RECORDED McMahan Construction Co., Inc. Payment and Performance Bond ITB 22-10 WRF East Master Lift Station Upgrades	RECORDED McMahan Construction Co., Inc. Payment and Performance Bond ITB 22-10 WRF East Master Lift Station Upgrades.pdf
7.	McMahan Construction GL AL UL 11.1.2025 WC 1.1.2026	McMahan Construction GL AL UL 11.1.2025 WC 1.1.2026.pdf
8.	NTP	NTP.pdf
9.	McMahan Construction - Human Trafficking Affidavit 9.24.2024	McMahan Construction - Human Trafficking Affidavit 9.24.2024.pdf

Julia Wiggins
Richard Colby
Junos Reed
Mark Simpson
Matthew Jones
Wayne Clark

Created/Initiated - 5/20/2025
Approved - 5/20/2025
Approved - 5/23/2025
Approved - 5/27/2025
Approved - 6/4/2025
Final Approval - 6/5/2025

CHANGE ORDER NO. 3
To the EJCDC Agreement dated February 21, 2023
McMAHAN CONSTRUCTION Co., INC., Contractor

Project: ITB #22-10 Water Reclamation Facility East Master Lift Station Upgrade

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$4,058,000.00	Original Contract Times: Substantial Completion: 335 days (NTP Issued July 11, 2023) Final Completion: 365 days
Net changes from previous Change Order: No. 1: \$ 38,250.00 No. 2: N/A	Changes in contract time from previous Change Orders: No. 1: 0 days No. 2: 365 days
Contract Price prior to this Change Order: No. 1: \$4,096,250.00 No. 2: \$4,096,250.00	Contract Completion Date prior to this Change Order: No. 1: July 11, 2024 No. 2: July 11, 2025
Net Increase (decrease) of this Change Order: No. 3: \$211,314.00	Changes in contract time requested this Change Order: No. 3: 210 days
Contract Price with all approved Change Orders: \$4,307,564.00	Contract Times with all approved Change Orders: Final Completion: February 6, 2026

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 February 21, 2023.
- II. REQUIRED CHANGES: Change Order is necessary to provide additional funding and time to complete project and close out all necessary documents. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: Change Order No 3 will add 210 days. This will move the Final Complete date from July 11, 2025 to February 6, 2026.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Contract for Services subject to a limit not to exceed \$211,314.00; revised amount not to exceed \$4,307,564.00. 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:
JOHN JUSTUS, JR.

By: _____
Richard Colby, Construction Manager

By: _____
John Justus, Jr. Executive 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: _____

WRF East Master Lift Station Upgrades project for the City of Port Orange

5/19/2025

Change Summary Items

			Approval
1) Additional framing and moving of the City's generator to the concrete support structure Change order no.1 approval 8/16/2023	\$38,250.00		Yes
	\$38,250.00		Yes
=====			
2) Additional time required due to new FPL service thru 7/11/25 substantial completion, Change order no.2 - 8/7/2024	\$0.00		Yes
=====			
3) Revere Controls' cost for additional window kits per 4/30/24 proposal per the City's request	\$8,388.00		Yes
4) Permit cost over the allowance in the bid item per Chinchor Electric's cost provided	\$300.93		Yes
5) Chinchor Electric additional cost for connecting City's generator after relocation per 8/2/24 email	\$5,987.00		Yes
6) Chinchor Electric's cost to add window kits at the VFDs per the City's request per 8/27/24 email	\$10,856.00		Yes
7) Chinchor Electric's cost for extension of warranties thru the 7/11/2025 per 8/27/24 email	\$6,358.00		Yes
8) Hayward Gordon's warranty extension for the 3 each pumps per 9/9/24 email	\$8,625.00		Yes
9) Chinchor Electric's cost to repair the breaker & replace it as requested by the City per 9/24/24 email, updated 4/24/25	\$74,947.07		Yes
10) Revere Controls' cost for BUCP addition & Rockwell warranty/licensing extension per 10/15/24 email	\$76,370.00		Yes
11) Revere Controls' cost addition for changes discussed at WFAT meeting per 2/28/25 & 4/24/25 email Change order no.3 pending Council approval 6/17/2025	\$19,482.00		Yes
	\$211,314.00		Pending
=====			
12) Additional cost per changes to the new FPL transformer location per 2/21/25 site meeting & final layout TBD	Need FPL plan		Pending FPL
=====			
Change Summary Items Total:	\$0.00		

Updated

Pending



4/30/2024

John Justus
Project Manager
123 E. Indiana Ave.
DeLand, FL. 32724

Reference: Changes to VFD panels to add Potentiometers and Lockable window kit.
Port Orange, FL – East Master LS Improvements – Revere’s Project # AD0075.

Dear Mr. Justus,

Revere Control Systems, Inc. is pleased to submit a proposal for the following equipment and services.

Equipment / Materials

- Supply Quantity: Four (4) Hoffman lockable transparent window kits (Part # CWHD5557)
- Supply Quantity: Four (4) Hoffman Wings Knobs for Windows Kits (Part # CWKL)
- Supply Quantity: Twelve (12) Allen Bradley POTs (Part # 800FP-POT6)

Services.

- Two (2) Engineering hours for drawings modifications.
- Two (2) CAD Hours for making the changes.
- Two (2) Documentation hours.
- Three (3) Project Management coordination hours for internal and external coordination.
- Sixteen (16) Production hours.

Changes to the VFDs panel

\$ 7,294.00

(Including Applicable sales taxes)

Commercial Terms

- This proposal is valid for thirty (30) days from the date of the proposal.
- Net 30 days after date of invoice.

Respectfully Submitted,

Peter Basily, PMP
Project Manager
Revere Control Systems, INC.



CHANGE ORDER REQUEST #1

To: McMahan Construction Co., Inc.
Street Address: 123 E. Indiana Ave.
City/State/Zip: Deland, FL 32724

Date: 2/28/2023

Project Name: WRF Master Lift Sation Upgrades

Phone:386-214-1339

CEI Job #: 223MCC01

Fax:

Location: Port Orange

In accordance with our Contract Agreement relating to the above referenced project, the following changes are hereby authorized. The work covered by this change order shall be performed under the same terms and conditions as the original Sub-Contract and as may be modified before this Change Order.

This Change Order is being issued to reflect the following changes to the scope of the Contract Agreement:

➔ **SCOPE: Cost of electrical Permit**

The Original Contract Sum	\$1,057,350.00
Net Change Orders Previously Authorized.....	\$0
Revised Contract Sum Prior to This Change Order.....	\$1,057,350.00
The sum increase (decreased) by this Change Order.....	\$10,300.93
The new Revised Contract Sum including this Change Order.....	\$1,067,650.93

Accepted by:
Chinchor Electric, Inc.

Signature: _____

Title: _____

Date: _____

Accepted by:
McMahan Construction Co., Inc.

Signature: *John G. ...*

Title: VICE PRESIDENT

Date: 6/25/2024

CO24-00381

Review Your Order

Total Amount: USD 10300.93

[Return to City of Port Orange SmartGov Payment Portal](#)

This order is now complete. Transaction approved!

Here is your receipt:

```
***** TRANSACTION RECORD *****
CITY OF PORT ORANGE INTL
1000 CITY CENTER CIR
PORT ORANGE, 32129
FL
WWW.PORT-ORANGE.COM PORT-ORANGE.ORG

TYPE: Purchase

ACCT Visa $ 10300.93 USD

CARDHOLDER NAME : Chris Massalone
CARD NUMBER      : *****1235
DATE/TIME        : 24 Jun 24 14:18:48
REFERENCE #      : 437084613019
AUTHOR #         : 217854
TRANS. REF.      : CO24-00381

Approved - Thank You 100

Please retain this copy for your records.

Cardholder will pay above amount to
card issuer pursuant to cardholder
agreement.
*****
```

Finish

[Return to City of Port Orange SmartGov Payment Portal](#)

▲ Permit Fees

Current Fees \$0.00

The fees listed below are subject to change and are not considered the final amount until the permit is in a ready status and the fees are due. *Additional fees may be owed after initial payment for failed inspections (building permits) or advertising / consultant reimbursement costs (planning permits).*

Fee	Amount	Paid	Balance	Due Now
Electrical (Commercial) BP2024-00001359				
Florida Surcharge Fee - DBPR	\$ 100.44	\$ 100.44	\$ 0.00	\$ 0.00
Archive Fee (Permitting)	\$ 5.00	\$ 5.00	\$ 0.00	\$ 0.00
Florida Surcharge Fee - BCAIF	\$ 150.66	\$ 150.66	\$ 0.00	\$ 0.00
All Other Electrical Work Fee	\$ 10,044.83	\$ 10,044.83	\$ 0.00	\$ 0.00
Total	\$ 10,300.93	\$ 10,300.93	\$ 0.00	\$ 0.00



CHANGE ORDER REQUEST #2

To: McMahan Construction Co., Inc.
Street Address: 123 E. Indiana Ave.
City/State/Zip: Deland, FL 32724

Date: 8/2/2024

Project Name: WRF Master Lift Station Upgrades

Phone:386-214-1339
Fax:

CEI Job #: 223MCC01
Location: Port Orange

In accordance with our Contract Agreement relating to the above referenced project, the following changes are hereby authorized. The work covered by this change order shall be performed under the same terms and conditions as the original Sub-Contract and as may be modified before this Change Order.

This Change Order is being issued to reflect the following changes to the scope of the Contract Agreement:

→ **SCOPE: Disconnect the temp generator from docking station. Connect generator to the existing conductors going to the ATS. Replace 60A breaker with 90A for generator lighting panel. Pull conductors for the start/stop command in existing conduit to temp generator. General site cleanup.**

The Original Contract Sum	\$1,057,350.00
Net Change Orders Previously Authorized.....	\$10,300.93
Revised Contract Sum Prior to This Change Order.....	\$1,067,650.93
→ The sum increase (decreased) by this Change Order.....	\$5,206.72 ←
The new Revised Contract Sum including this Change Order.....	\$1,072,857.65

Accepted by:
Chinchor Electric, Inc.

Signature: _____

Title: _____

Date: _____

Accepted by:
McMahan Construction Co., Inc.

Signature: John Justus Jr.

Title: VICE PRESIDENT

Date: 8/2/2024



CHANGE ORDER REQUEST #3

To: McMahan Construction Co., Inc.
Street Address: 123 E. Indiana Ave.
City/State/Zip: Deland, FL 32724

Date: 8/27/2024

Project Name: WRF Master Lift Sation Upgrades

Phone: 386-214-1339
Fax:

CEI Job #: 223MCC01
Location: Port Orange

In accordance with our Contract Agreement relating to the above referenced project, the following changes are hereby authorized. The work covered by this change order shall be performed under the same terms and conditions as the original Sub-Contract and as may be modified before this Change Order.

This Change Order is being issued to reflect the following changes to the scope of the Contract Agreement:

➔ **SCOPE: Add Covers to the VFD HIM.**

The Original Contract Sum	\$1,057,350.00
Net Change Orders Previously Authorized	\$15,507.65
Revised Contract Sum Prior to This Change Order.....	\$1,072,857.65
➔ The sum increase (decreased) by this Change Order.....	\$9,440.44 ➔
The new Revised Contract Sum including this Change Order.....	\$1,082,298.09

Accepted by:
Chinchor Electric, Inc.

Accepted by:
McMahan Construction Co., Inc.

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Chinchor Electric, Inc.
 1460 S. Lowitt Ave.
 Orange City, FL 32763
 P: 386.775.1020

Port Orange WRF Master Lift Station

Change Order Description:

HIM Covers

Date 8/27/2024

Pay Item & Description		Basic Qty	MATL W/O Tax	Total Material W/O Tax	Crew Rate w/o Burden	Crew Rate w/Burden	SUB Price	Equip. Rate	MATL W/Tax	LABOR	SUBS	Equip	TOTAL COSTS
Is													
TOTAL COSTS													
Item #	Pay Item & Description	Basic Qty	MATL W/O Tax	Total Material W/O Tax	Crew Rate w/o Burden	Crew Rate w/Burden	SUB Price	Equip. Rate	MATL W/Tax	LABOR	SUBS	Equip	TOTAL COSTS
LABOR COST													
1	Project Manager	1	HR	\$ -	\$ 90.00	\$ 93.23			\$ -	\$ 93.23	\$ -	\$ -	\$ 93.23
2	Project Foreman	16	HR	\$ -	\$ 90.00	\$ 77.69			\$ -	\$ 1,243.04	\$ -	\$ -	\$ 1,243.04
3	Helper	19	HR	\$ -	\$ 40.00	\$ 62.15			\$ -	\$ 994.41	\$ -	\$ -	\$ 994.41
4				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
5				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
6				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
7				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
8				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
9				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
10				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
11				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
12				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
13				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
14				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
MATERIAL BREAKDOWN													
1	HIM Cable	3	EA	\$ 439.43	\$ 1,318.29	\$ -			\$ 1,403.98	\$ -	\$ -	\$ -	\$ 1,403.98
2	30MM Potentiometer	3	EA	\$ 374.33	\$ 163.78	\$ -			\$ 174.40	\$ -	\$ -	\$ -	\$ 174.40
3	30mm Plate	3	EA	\$ 8.57	\$ 25.71	\$ -			\$ 27.38	\$ -	\$ -	\$ -	\$ 27.38
4	Bay 1 Window Kit	3	EA	\$ 878.17	\$ 2,634.51	\$ -			\$ 2,805.75	\$ -	\$ -	\$ -	\$ 2,805.75
5	lockable window kit	3	EA	\$ 220.78	\$ 662.34	\$ -			\$ 705.39	\$ -	\$ -	\$ -	\$ 705.39
6	Misc supplies	1	Lut	\$ 100.00	\$ 100.00	\$ -			\$ 106.50	\$ -	\$ -	\$ -	\$ 106.50
7				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
8				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
9				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
10				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
11				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
12				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
13				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
14				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
15				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
16				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
17				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
18				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
19				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
20				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
21				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
EQUIPMENT COST													
1	P-550	16	HR	\$ -	\$ -	\$ 40.00			\$ -	\$ -	\$ -	\$ 960.00	\$ 960.00
2				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
3				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
4				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
5				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
6				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
7				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
SUBCONTRACTORS													
1				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
2				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
3				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
4				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
5				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
6				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
7				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
8				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
9				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL COSTS				\$ 4,904.61					\$ 8,223.41	\$ 2,330.70	\$ 960.00		\$ 8,514.11
MARKUP				10.0%					\$ 522.34	\$ 233.07		\$ 96.00	\$ 851.41
SUBCONTRACTOR MARKUP				5.0%									\$ -
SURTAX Rate				0.5%	74.52305				\$ 5,745.75	\$ 2,563.77	\$ -	\$ 1,056.00	\$ 9,365.52
SUBTOTAL													
GENERAL LIABILITY & BOND								0.800%					\$ 74.92
TOTAL COST THIS CHANGE													\$ 9,440.44



CHANGE ORDER REQUEST #4

To: McMahan Construction Co., Inc.
Street Address: 123 E. Indiana Ave.
City/State/Zip: Deland, FL 32724

Date: 8/27/2024

Project Name: WRF Master Lift Sation Upgrades

Phone:386-214-1339
Fax:

CEI Job #: 223MCC01
Location: Port Orange

In accordance with our Contract Agreement relating to the above referenced project, the following changes are hereby authorized. The work covered by this change order shall be performed under the same terms and conditions as the original Sub-Contract and as may be modified before this Change Order.

This Change Order is being issued to reflect the following changes to the scope of the Contract Agreement:

→ **SCOPE: Warranty extension for VFD until August 2026.**

The Original Contract Sum	\$1,057,350.00
Net Change Orders Previously Authorized.....	\$15,507.65
Revised Contract Sum Prior to This Change Order.....	\$1,082,298.09
→ The sum increase (decreased) by this Change Order.....	\$5,528.90 ←
The new Revised Contract Sum including this Change Order.....	\$1,087,826.99

Accepted by:
Chinchor Electric, Inc.

Signature: _____

Title: _____

Date: _____

Accepted by:
McMahan Construction Co., Inc.

Signature: _____

Title: _____

Date: _____



John Justus <jjustus@mcmahanfl.com>

Hayward Gordon Pumps

Cameron Young <cjy@mosskelley.com>

Mon, Sep 9, 2024 at 9:34 AM

To: John Justus <jjustus@mcmahanfl.com>

Cc: Donnie Ramsey <dramsey@mcmahanfl.com>, Dean Kellogg <dkellogg@mcmahanfl.com>

Hi John,

We have some communication back from Hayward Gordon.

The the handholes addition price of \$4,750.00 is fine please address the invoice:

Ebara HG

5 Brigden Gate

Halton Hills, ON L7G 0A3

Re: RGA # CAS-03580-W1S3 - ORIGINAL S/N 342842

→ The charge for extended warranty is \$2,500/pump

→ Total \$7,500.00

Warranty is contingent on following the long-term storage requirements attached.

These pumps are grease lubricated pumps.

The charge for inspection of the cutting and welding on the frame required to fit the pump in the available space will be \$1000.00.

Genier Industrial Services will bill you directly. Genier is our authorize service provider located in Edgewater, Florida. Moss Kelley can coordinate this.

[Quoted text hidden]

 **Long Term Storage in WORD.docx**
18K



John Justus <jjustus@mcmahanfl.com>

Port Orange WRF Master Lift Station Change Order # 5

Chris Massalone <cmassalone@chinchorelectric.com>

Wed, Apr 23, 2025 at 3:12 PM

To: John Justus <jjustus@mcmahanfl.com>

Cc: Donnie Ramsey <dramsey@mcmahanfl.com>, Dean Kellogg <dkellogg@mcmahanfl.com>

John,

Here is the updated change order #5 for the new and repaired 800a breakers for the city. I have received the repaired breaker so if we can get this processed. So I can bill for that part of the change order.

Thanks,

Chris Massalone

Project Manager | Journeyman Electrician

Chinchor Electric, Inc.

1460 S. Leavitt Ave.

Orange City, FL 32763

O – 386.774.1020 Ext. 244

F – 386.774.7223

C – 407.947.7427

cmassalone@chinchorelectric.com



[EC0002457 & EC13004865](#)



[Quoted text hidden]

 **CO #5 New 800a Breaker & Repair of AKR Breaker.pdf**
70K



CHANGE ORDER REQUEST #5

To: McMahan Construction Co., Inc.
Street Address: 123 E. Indiana Ave.
City/State/Zip: Deland, FL 32724

Date: 9/24/2024

Project Name: WRF Master Lift Sation Upgrades

Phone:386-214-1339
Fax:

CEI Job #: 223MCC01
Location: Port Orange

In accordance with our Contract Agreement relating to the above referenced project, the following changes are hereby authorized. The work covered by this change order shall be performed under the same terms and conditions as the original Sub-Contract and as may be modified before this Change Order.

This Change Order is being issued to reflect the following changes to the scope of the Contract Agreement:

→ **SCOPE: New 800a Emax2 breaker & all costs related to the repair of existing AKR breaker.**

The Original Contract Sum	\$1,057,350.00
Net Change Orders Previously Authorized.....	\$30,476.99
Revised Contract Sum Prior to This Change Order.....	\$1,087,826.99
→ The sum increase (decreased) by this Change Order.....	\$65,171.63
The new Revised Contract Sum including this Change Order.....	\$1,152,998.62

Accepted by:
Chinchor Electric, Inc.

Accepted by:
McMahan Construction Co., Inc.

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

October 15, 2024

Mr. John Justus
Project Manager
McMahan Construction Co., Inc.
123 E. Indiana Ave.
DeLand, FL. 32724

Reference: BUCP Changes And One (1) year extended warranty. (COP-02)
Port Orange, FL – East Master LS Improvements
Revere Control Systems Inc. Job No. AD0075

Dear Mr. Justus,

Revere Control Systems, Inc. is pleased to submit a proposal for making changes to the Back Up Control Panel based on the amendment received from McMahan dated August 16, 2024 and to add one (1) year of extended warranty for the major parts/services provided under the original contract.

The following describes the equipment and services offered in the change order proposal:

Equipment / Materials

- Three (3) AB 4PDT relays with push-to-test and pilot light; Part No. Part # 700-HC24A24-3-4
- Four (4) AB Relay Timer, 24V..48VDC.240VAC Coil, 100H, Off Delay; Part No.700-FEM6TU23
- Four (4) AB 3PDT relay socket; Part No. 700-HN128

Note: The deleted UPS and accessories will be handed over to the customer as it's a non-returnable, non-refundable parts.

Services

- Six (6) Engineering hours for changes review and drawings modifications.
- Four (4) CAD Hours for making the changes.
- Four (4) Documentation hours.
- Four (4) Project Management coordination hours for internal and external coordination.
- Twenty (20) Production hours.

Additional Services.

- 1 Year Extension for Smart Energy services as listed in Smart Energy proposal (Attached).
- 1 Year Extension for PlantPax & Stratus Servers software subscription.
- 1 Year Contract extension for the following:

Item	Manuf.	Part No.	Item Description	Quantity
1	Stratus	P4910-2	ftServer 4910, 2-Socket, 2.2GHz 10-core each processor	1
2	Rockwell	1756-M6E	PM 5000 Power Quality Meter	4
3	Rockwell	1756-EN4TR		5
4	Rockwell	1756-L85EP		3
5	Rockwell	1756-PAR2		2
6	Rockwell	1756-RM2		2
7	Rockwell	1783-HMS16TG4CGN		1
8	Rockwell	1789-IMC28GRAC		2

9	Rockwell	20F11ND022JA0NNNNN	6
10	Rockwell	20F11ND027JA0NNNNN	6
11	Rockwell	5094-IF8IH	3

Changes to BUCP & One (1) Year Warranty Extension **\$ 66,409.00**

Commercial Terms

- Applicable sales taxes are included.
- This proposal is valid for thirty (30) days from the date of the proposal.
- Net 30 days after date of invoice.

Respectfully Submitted,

Peter Basily

Peter Basily, PMP
Project Manager
Revere Control Systems, Inc.

APPROVED BY: *John Justus Jr., 1/16/2025*
JOHN JUSTUS JR. - McMAHAN CONSTRUCTION

February 28, 2025

Mr. John Justus
Project Manager
McMahan Construction Co., Inc.
123 E. Indiana Ave.
DeLand, FL. 32724

Reference: Complete FAT (Dated 1/24/2025) Requested changes. (CO-03)
Port Orange, FL – East Master LS Improvements
Revere Control Systems Job No. AD0075

Dear Mr. Justus,

Revere Control Systems is pleased to submit a proposal for the requested changes that were asked for during the Complete Witnessed FAT that took place at Revere's Lakeland shop on the 24th of January, 2025.

The following describes the equipment and services offered in the change order proposal:

Equipment / Materials

- Install protection covers for all Push buttons, Selector switches, Indication lights and elapsed time meters
For the safety of the personnel that will be working on the panels.
This addition will be for the following panels:
-IPVP-1
-IPVP-2
-RPVP-1
-RPVP-2
- Wiring, Terminal blocks, etc. needed in order to monitor the PLC power supplies (There are 4 power supplies, we agreed that we will jumper between each 2 PSs and use only 2 of the spare DI points, in both PCP-1A & PCP-B)
- Replacing all VFDs panel nameplates (Any nameplate labeled train 1 will be changed to North Train, and any nameplate labeled Train 2 will be changed to South Train.
- Supply 12`` Leg Kits for the IR VFDs panels and the RAS VFD panels.
- Replace Timer Replays with Control Relays in IR and RAS VFD panels (Except for "Power On" timer relay)
Total Quantity of added Control Relays = 4 panels X 12 relays per panel = 48 relays.
- Supply SD cards for SNR and NIP switches.

Services

- Eight (8) Engineering hours for providing functionality for Bypass Soft Starters to be controlled from PLC and Bypass becomes the last lag in Auto.
- Four(4) Engineering hours to Add Power Supplies fail Indications / Alarms.
- Six (6) CAD Hours for making changes to the drawings.
- Four (4) Documentation hours.
- Four (4) Project Management coordination hours for internal and external coordination.
- Twenty Four (24) Production hours for all changes including:
 - A- Installation of 12`` leg kits for 4 VFD panels.
 - B- Installing of protection covers for all 4 VFD panels.
 - C- Wiring of PCP-1A & PCP-1B PLC power supplies to the DI Cards.
 - D- Replacement of Timers with Control Relays.

Complete FAT Requested changes

\$ 16,941.00

Commercial Terms

- Applicable sales taxes are included.
- This proposal is valid for thirty (30) days from the date of the proposal.
- Net 30 days after date of invoice.

Respectfully Submitted,

Peter Basily

Peter Basily, PMP
Senior Project Manager
Revere Control Systems

APPROVED BY: *John Justino Jr., VICE PRESIDENT*
McMAHAN CONSTRUCTION, 4/23/25

CHANGE ORDER NO. 1
To the EJCDC Agreement dated February 21, 2023
McMAHAN CONSTRUCTION Co., Inc., Contractor

Project: ITB 22-10 Water Reclamation Facility East Master Lift Station Upgrades

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$4,058,000.00	Original Contract Times: Substantial Completion: 335 days (NTP Issued July 11, 2023) Final Completion: 365 days
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: \$4,058,000.00	Contract Completion Date prior to this Change Order: July 11, 2024
Net Increase (decrease) of this Change Order: No. 1 \$38,250.00	Changes in contract time requested this Change Order: No. 1 0 days
Contract Price with all approved Change Orders: \$4,096,250.00	Contract Times with all approved Change Orders: Final Completion: July 11, 2024

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 February 21, 2023.

- II. **REQUIRED CHANGES:** Change Order is necessary to provide additional spending authorization for the purchase and installation of a steel frame to remove and reinstall the emergency standby generator at the Water Reclamation Facility. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

- III. **JUSTIFICATION:** Change Order No 1 is needed for the purchase and installation of a steel frame to be installed on an existing concrete pad. Work to include the removal of the existing non-functional standby generator and install of the new generator.

- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the EJCDC Agreement subject to a limit not to exceed \$38,250.00, revised contract amount not to exceed \$4,096,250.00. 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,

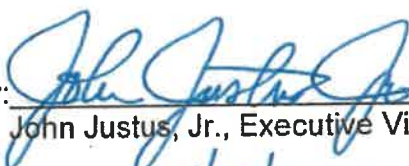
The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to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

RECOMMENDED BY:
JUNOS REED
Department Project Manager

By: 
Junos Reed, City Engineer

Date Signed: 7/19/2023

ACCEPTED BY:
JOHN JUSTUS, JR.
McMahan Construction Co., Inc.

By: 
John Justus, Jr., Executive Vice President

Date Signed: 7/19/2023

RECOMMENDED BY:
N/A
City's Representative

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

RECOMMENDED BY:
N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: [Signature]
Junos Reed, City Engineer

Date Signed: 7/19/2023

City Manager

By: W/A
Wayne Clark, City Manager

Date Signed: _____

If Council approval is required:

By: [Signature]
Donald O. Burnette, Mayor

Date Signed: 8/1/2023



Affirmed:

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

Date Signed: 8/1/2023

CHANGE ORDER NO. 2
 To the EJCDC Agreement dated February 21, 2023
McMAHAN CONSTRUCTION CO., INC., Contractor

Project: ITB 22-10 Water Reclamation Facility East Master Lift Station Upgrade

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$4,058,000.00	Original Contract Times: Substantial Completion: 335 days (NTP Issued July 11, 2023) Final Completion: 365 days
Net changes from previous Change Order: No. 1: \$ 38,250.00	Changes in contract time from previous Change Orders: No. 1: N/A
Contract Price prior to this Change Order: \$4,096,250.00	Contract Completion Date prior to this Change Order: No. 1: July 11, 2024
Net Increase (decrease) of this Change Order: No. 2 N/A	Changes in contract time requested this Change Order: No. 2 365 days
Contract Price with all approved Change Orders: \$4,096,250.00	Contract Times with all approved Change Orders: Final Completion: July 11, 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 February 21, 2023.
- II. REQUIRED CHANGES: Change Order is necessary to provide additional time to complete project and close out all necessary documents. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: Change Order No 2 will add 365 days. This will move the Final Complete date from July 11, 2024 to July 11, 2025.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Contract for Services subject to a limit not to exceed \$4,096,250.00. 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

By: 
Richard Colby, Construction Manager

Date Signed: 8/8/2024

ACCEPTED BY:
JOHN JUSTUS, JR.

By: 
John Justus, Jr. Executive Vice President

Date Signed: 8/8/2024

RECOMMENDED BY:
N/A
City's Representative

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

RECOMMENDED BY:
N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: [Signature]
Junos Reed, City Engineer

Date Signed: 8/8/24

City Manager

By: W/A
Wayne Clark, City Manager

Date Signed: _____

If Council approval is required:

By: [Signature]
Donald O. Burnette, Mayor

Date Signed: Aug. 21, 2024

Affirmed:

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

Date Signed: Aug 21, 2024



**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

**City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129**

THIS AGREEMENT is by and between _____ (“Owner”) and
McMahan Construction Co., Inc.
123 East Indiana Avenue, DeLand, Florida 32724 (“Contractor”).

The Effective Date of this Agreement shall be _____ (If no date is specified then the Effective Date shall be the date on which the Agreement is signed by the last of the two parties.)

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:

1.02 *(1) Installation and operation of a temporary bypass pumping system; (2) Remove existing pumps and concrete pedestals and replace with new screw centrifugal pumps with new concrete pump pedestals; (3) Remove and replace the existing variable frequency drives (VFD’s) and pump controls; (4) Remove existing plug valves and replace with new knife gate valves (5) Installation of knife gate isolation valves; (6) Remove and replace existing clock valves; (7) Removal of existing pipe and fittings; (8) furnishing and installing all required pipe, fittings, couplings, and adapters; (9) Modifications to the existing wet well; and (10) Leveling the well floor.*

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

ITB 22-10 Water Reclamation Facility (“WRF”) East Master Lift Station Upgrades

ARTICLE 3 – ENGINEER

3.01 *The part of the Project that pertains to the Work has been designed by the Project Engineer, Nicole E. McConnell, P.E. (“Engineer”) and Stephen E. Bailey, P.E. (“Engineer”) of Kimley-Horn and Associates, Inc., and shall act as Owner’s representatives, 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 of the Essence*

A. All time limits for Substantial Completion and Final Completion as stated in the Contract Documents, particularly Paragraph 4.02 below, are of the essence of the Contract.

- B. All time limits for Milestone dates set forth in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Completion*

- A. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be substantially completed within 335 days after the Effective Date of the Agreement.
- B. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be finally completed in accordance with Paragraph 14.06 of the General Conditions within 30 days after the Effective Date of the Agreement.
- C. If a Notice to Proceed is issued more than 60 days from the Effective Date of this Agreement, then the dates for Substantial Completion and the Final Completion shall be extended by the same number of days. (For example, if the Notice to Proceed is issued 63 days after the Effective Date of the Agreement, then the Substantial Completion and Final Completion dates shall be extended by 63 days.)

4.03 *Liquidated Damages*

- A. Contractor and Owner agree and recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss that is not readily ascertainable as of the Effective Date of this Agreement if the Work is delayed and not Substantially Completed within the time period specified in Paragraph 4.02 above, plus any allowable extension of time in accordance with Paragraph 12.02 of the General Conditions. Contractor agrees and recognizes that any delay to Substantial Completion shall constitute a material breach. Accordingly, Owner and Contractor agree that as liquidated damages for delay, Contractor shall pay Owner \$0.00 for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the Work. Contractor and Owner 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 Substantial Completion.
- B. Owner may withhold Contractor's final payment in order offset the liquidated damages that Contractor owes Owner. Owner may also withhold progress payments if Owner reasonably believes that Contractor's final payment will not sufficiency cover the liquidated damages that Contractor owes Owner.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, a lump sum of: \$_____

Any allowances specifically identified and called for in the Contract Documents are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

- B. For all Unit Price Work in accordance with Paragraph 11.03 of the General Conditions, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

<u>UNIT PRICE WORK</u>					
<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
<i>See Attachments</i>					

Total of all Bid Prices (Unit Price Work)	\$4,058,000.00
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The Bid Unit Prices set forth above are guaranteed prices. Although the Estimated Quantities are estimates and may increase or decrease based on determinations of Engineer, Contractor agrees and understands that the Bid Unit Prices shall remain the same irrespective of the quantities. Contractor understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price increase or escalation. Owner agrees and understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price decrease or reduction.

- C. 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 Progress Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Progress payments shall be made on account of the Contract Price on the basis of Contractor’s Applications for Payment during performance of the Work in accordance with Paragraph 14.02 of the General Conditions. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed). Progress payments will be made in an amount equal to the percentage of the Work completed in accordance with the Schedule of Values, less the aggregate of payments previously made, less the retainage, and less such amounts as Engineer may determine Owner may withhold, including, but not limited to, liquidated damages.
- B. Owner shall withhold Five percent (5%) of each progress payment as retainage.

6.03 *Final Payment*

- A. Final Payment inclusive of retainage shall be made to Contractor in accordance with Paragraph 14.07 of the General Conditions.

ARTICLE 7 – INTEREST

- 7.01 All monies not paid in strict accordance with Florida Statute §218.735 shall bear interest as provided for therein.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement and in determining the Contract Price, Contractor makes the following representations:
 - A. Contractor has carefully examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data." Contractor’s receipt and study of such reports shall not relieve it of visiting the Site and becoming familiar with and satisfied with the Site conditions that may affect cost, progress, and performance of the Work.
 - E. Contractor has considered the information known to Contractor; 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 Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that 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 Documents.

- G. 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.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 10, inclusive).
 - 2. Combination Payment and Performance Bond (pages 1 to 4, inclusive).
 - 3. General Conditions (pages 1 to 69, inclusive).
 - 4. Supplementary Conditions (pages 1 to 7, inclusive).
 - 5. BID Specifications as listed in ITB 22-10 “Attachment 2” “East Master Lift Station Pump Design,” as identified in “Section 3 - Specifications” (pages 1 to 324, not attached, on file with Junos Reed, P.E., City Engineering and Construction Manager).
 - 6. DESIGN PLANS as listed in ITB 22-10 “Attachment 3” “East Master Lift Station Pump Upgrades,” as identified in “Section 3 – “Specifications” (pages 1 to 29, not attached, on file with Junos Reed, P.E., City Engineering and Construction Manager).
 - 7. NEW DRAWINGS as listed in Addendum No. 3 Dated November 9, 2022 of ITB 22-10 “Attachment 4” “New Drawings,” (pages 1 to 9, not attached, on file with Junos Reed, P.E., City Engineering and Construction Manager)
 - 8. Addendum No. 1 (page 1, inclusive).
 - 9. Addendum No. 2 (pages 1 – 5, inclusive).
 - 10. Addendum No. 3 (pages 1 – 4, inclusive).
 - 11. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit No. 1 Contractor’s Bid Schedule of Unit Prices (page __, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (N/A).
 - 1. Affidavit Regarding Workers’ Compensation (page 1, inclusive).

- 2. Leased Employee Affidavit Exhibit (page 1, inclusive).
 - c. Exhibit No. 2 Contractor's Proposal (page 1, inclusive).
 - d. Composite Exhibit No. 3 City's Invitation to Bid Request No. 22-10 (pages 1 to 149, inclusive).
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.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 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *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.

10.03 *Successors and Assigns*

- A. 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.

10.04 Severability

- A. Any provision 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.

10.05 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 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing 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.
- B. Contractor certifies that in the event a Lien is recorded on the Project by any person or entity providing labor, services, or materials with respect to any portion of the Work, it will immediately transfer such lien to its payment bond or take other appropriate action to immediately remove the encumbrance.

10.06 *No-Damage-for-Delay*

- A. 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 considered this no-damage-for-delay provision and understands that it is not entitled to any damages whatsoever for a delay to its Work.

10.07 *No Intended Third-Party Beneficiaries*

- A. There are no intended third-party beneficiaries to the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

CITY OF PORT ORANGE
Owner

By: Donald O. Burnette

Title: Mayor

Date: _____

Attest: Robin L. Fenwick, MMC

Title: City Clerk

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129

(386) 506-5500

**McMahan Construction Co., Inc.
Contractor**

By: Dean Kellogg

Title: President

Date: _____

Attest: _____

Title: _____

Address for giving notices:
123 East New York Avenue
DeLand, Florida 32724

Telephone: (386) 734-0223
E-Mail: jjustus@mcmahanfl.com

License No.: CGC010240

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: McMahan Construction Co., Inc.
Principal Business Address: 123 East Indiana Avenue
DeLand, Florida 32724
Contact Person: Dean Kellogg, President
Phone Number: (386) 734-1071

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: \$4,058,000.00 **City Case/Project No.** ITB 22-10 Water Reclamation Facility East Master Lift Station
Upgrades

Description of Work: ITB 22-10 Water Reclamation Facility East Master Lift Station Upgrades

Project Location: Water Reclamation Facility at 817 Oak Street, Port Orange, Volusia County, Florida

Legal Description: Portions of: 817 Oak Street, Port Orange, Volusia County, Florida
See Exhibit "A"

Front Page

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

**City of Port Orange Water Reclamation Facility
817 Oak Street, Port Orange, FL 32127**

Full Parcel ID:

41-16-33-04-01-0341

Short Parcel ID:

6341-04-01-0341

Legal Description:

A portion of the Parcel ID listed above.

EXHIBIT "A"

McMahan Construction Co., Inc.

ITB 22-10 Water Reclamation Facility East Master Lift Station Upgrades

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, **McMAHAN CONSTRUCTION CO., 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 **FOUR MILLION FIFTY-EIGHT THOUSAND AND 00/100 DOLLARS (\$4,058,000.00)**, 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 _____, entered into by and between the Principal and the City, for Water Reclamation Facility East Master Lift Station Upgrades, 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 _____, 2023.

Attest:

MCMAHAN CONSTRUCTION CO., INC.
(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Dean Kellogg, 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.



ADDITIONAL REMARKS SCHEDULE

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED MCMAHAN CONSTRUCTION CO INC	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY

- 1.) VCAS 2036 1112 (PER PROJECT AGGREGATE)
- 2.) CG2010 1219 - ADDITIONAL INSURED OWNERS, LESSEES OR CONTRACTORS(ADDITIONAL INSURED-ONGOING OPERATIONS)
- 3.) CG2037 1219 - ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS-COMPLETED OPERATIONS
- 4.) CG2034 1219 - ADDITIONAL INSURED -LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS WHEN REQUIRED IN A LEASE AGREEMENT
- 5.) VCAS 2035 1110 - (PRIMARY & NON-CONTRIBUTORY)
- 6.) CG2404 1219 - (WAIVER OF SUBROGATION)
- 7.) VCAS 99 90 04 18 (NOTICE OF CANCELLATION TO OTHERS)

AUTO LIABILITY

- 1.) 58504 0115 - (ADDITIONAL INSURED)
- 2.) 58583 0115 - (WAIVER OF SUBROGATION)

UMBRELLA

- 1.) EU0001 0716 - EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE (ADDITIONAL INSURED, PRIMARY & NON-CONTRIBUTORY, WAIVER OF SUBROGATION)
 - 2.) IL T4 00 0519 - DESIGNATED PERSON OR ORGANIZATION - CANCELLATION OR NON RENEWAL
- THE UMBRELLA APPLIES IN EXCESS OF THE GENERAL LIABILITY, AUTO LIABILITY, & EMPLOYERS LIABILITY.

EQUIPMENT

- 1.) CO 1072 04 02 - (BLANKET LOSS PAYEE)

ADDITIONAL POLICIES:

POLLUTION LIABILITY

POLICY # G70918687 005
 INSURER E-WESTCHESTER SURPLUS LINES INS-
 EFF 1/1/24-1/1/26
 LIMIT: \$2,000,000 OCCURRENCE
 \$2,000,000 AGGREGATE

- 1.) ENV 3250 12 18 - ADDITIONAL INSURED ENDORSEMENT - ONGOING WORK OR OPERATIONS (BLANKET)
- 2.) ENV 3251 12 18 - ADDITIONAL INSURED ENDORSEMENT - PRODUCTS-COMPLETED OPERATIONS HAZARD (BLANKET)
- 3.) ENV 3253 12 18 - PRIMARY AND NON-CONTRIBUTORY - OTHER INSURANCE (BLANKET)
- 4.) ENV 3143 03 05 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US



CITY OF PORT ORANGE NOTICE TO PROCEED

Issued By: Junos Reed, P.E.
City Engineer
1395 Dunlawton, Ave
Port Orange, FL 32129
Ph:(386)506-5754
jureed@port-orange.org

Issued To: **McMahan Construction Co, Inc.**
123 E. Indiana Ave
DeLand, FI 32724

PROJECT TITLE: ITB #22-10 East Master Lift Station Upgrades
PO NO. PO-002852

This **Notice to Proceed** issued to your company is for the above referenced project and in accordance with the **EJCDC Agreement #CA7900** and all terms and conditions of the agreement between the City of Port Orange and McMahan Construction Co., Inc. The **effective date** of this **Notice to Proceed** is July 11, 2023, with a **Final Completion** by July 11, 2024.

Please sign below acknowledging and agreeing to the contents of this Notice to Proceed and return a copy of this form to the Junos Reed, City Engineer via email:

Project Manager: Junos Reed

All future correspondence or requests for changes to the contract must be addressed to the Project Manager.

ISSUED BY:

Owner: City of Port Orange

This 11th day of July 2023.

By: Junos Reed
Junos Reed

Title: City Engineer

ACCEPTANCE NOTICE:

Receipt of the foregoing Notice to Proceed is hereby acknowledged and agreed by:

Company: McMahan Construction Co., Inc.

This 11th day of JULY, 2023

By: John Justus Jr.
JOHN JUSTUS JR.

Title: VICE PRESIDENT

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

Further Affiant sayeth not.

Date: September 24, 2024

Signed: [Signature]
Print Name: Dean Kellogg
Title: President

SUBSCRIBED AND SWORN before me by means of physical presence or online notarization on the 24th day of September, 2024 by Dean Kellogg as President on behalf of McMahan Construction Co, Inc. who is personally known to me or who has produced _____ as identification.

(Notary Seal)



[Signature]
Notary Public, State of Florida
Printed name, commission and expiration of commission term



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/17/2025

SUBJECT: (B6c) Approval of Change Order No. 1 to Task Authorization No. 6 with Kimley-Horn and Associates, Inc. (RSFQ No. 21-03) related to ITB #22-10 – Water Reclamation Facility East Master Lift Station Upgrade Construction Phase Service

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Change Order No. 1 to Task Authorization No. 6 with Kimley-Horn and Associates, Inc. under the Master Contract for Engineering & Environmental Services (RSFQ No. 21-03) authorizing additional funds in an amount not to exceed \$62,380; authorizing an additional 647 days in time; and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: The Engineering Department is requesting approval of Change Order No. 1 to Task Authorization No. 6 – Water Reclamation Facility East Master Lift Station Upgrade Construction Phase Services for \$62,380; for a revised agreement not to exceed \$227,408 and time extension of 647 days to move the Final Completion date from May 30, 2024 to March 8, 2026.

On February 21, 2023, Council approved Task Authorization No. 6 with Kimley-Horn and Associates, Inc. for construction phase services relating to ITB #22-10 – Water Reclamation Facility East Master Lift Station Upgrade.

Task Authorization No. 6 has a final completion date of 450 days from the date of a written notice by the City. The original purchase order was issued on March 7, 2023. This date is considered the Notice to Proceed date. Change Order No. 1 to Task Authorization No. 6 is necessary to add an additional 647 days to the final completion date. This will move the final completion date from May 30, 2024 to March 8, 2026.

Staff also recommends an additional \$62,380 in funding to cover the cost of additional on-site construction observation services during the construction phase of the project. Delays from FPL and extended material lead times for the complex electrical control panels have extended the overall project timeline by almost two years from an original final completion date of May 30, 2024 to March 8, 2026. Throughout the time of the delays, the project team has continued to allocate personnel for progress meetings, shop drawing review, contractor Requests for Information (RFI's), and have attended multiple live witness tests of the controls system for the project at the control system manufacturing facility in Lakeland.

According to the control panel manufacturer, Revere Controls Systems, the panels are currently scheduled to ship to the job site in early August 2025. Once a confirmed delivery date is provided, the Contractor will remobilize to the site and initiate the installation of the new pumps and the electrical and controls systems.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Kimley-Horn Change Order No 1 to Task Authorization No 6 - WRF East Master Lift Station	Kimley-Horn Change Order No 1 to Task Authorization No 6 - WRF East Master Lift Station.pdf
2.	Kimley Horn - CO Request - EMLS Amend 1	Kimley Horn - CO Request - EMLS Amend 1.pdf
3.	EXECUTED Kimley-Horn Task Authorization No 6 - WRF East Master Lift Sta	EXECUTED Kimley-Horn Task Authorization No 6 - WRF East Master Lift Sta.pdf
4.	Executed Kimley-Horn Renewal form 1-14-2025	Executed Kimley-Horn Renewal form 1-14-2025.pdf
5.	Kimley-Horn Contract CA7763	Kimley-Horn Contract CA7763.pdf
6.	Orig. Workday PO002812 dated 3.7.2023	Orig. Workday PO002812 dated 3.7.2023.pdf
7.	Tyler Repl PO20240014 dated 7.23.2024	Tyler Repl PO20240014 dated 7.23.2024.pdf
8.	Kimely Horn - Affidavit for Human Trafficking_08.29.2024	Kimely Horn - Affidavit for Human Trafficking_08.29.2024.pdf
9.	Kimley-Horn and Associates, Inc. ALL CA7763 (RFSQ 21-03) 4.1.2026	Kimley-Horn and Associates, Inc. ALL CA7763 (RFSQ 21-03) 4.1.2026.pdf

Julia Wiggins
 Richard Colby
 Junos Reed
 Mark Simpson
 Matthew Jones
 Wayne Clark

Created/Initiated - 5/14/2025
 Approved - 5/14/2025
 Approved - 5/23/2025
 Approved - 5/27/2025
 Approved - 6/4/2025
 Final Approval - 6/5/2025

CHANGE ORDER NO. 1
 To Task Authorization No. 6, dated February 21, 2023
 Under the Master Contract for Servicers dated January 18, 2022
KIMLEY-HORN AND ASSOCIATES, INC. Contractor

Project: Task Authorization No 6 – Construction Phase Services for ITB 22-10 Water Reclamation Facility East Master Lift Station Upgrade

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$165,028.00	Original Contract Times: 450 days Purchase Order Issued: March 7, 2023 Final Completion: May 30, 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: \$165,028.00	Contract Completion Date prior to this Change Order: May 30, 2024
Net Increase (decrease) of this Change Order: No. 1 \$62,380.00	Changes in contract time requested this Change Order: No. 1 647 days
Contract Price with all approved Change Orders: \$227,408.00	Contract Times with all approved Change Orders: Final Completion: March 8, 2026

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Task Authorization No 6, Master Contract for Services (CA7763) entered into by and between the parties on February 21, 2023.
- II. REQUIRED CHANGES: Change Order is necessary for additional construction phase services. This request will include an additional 647 days to move the Final Completion date from May 30, 2024 to March 8, 2026. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: Additional construction phase services fees and additional time to align with Constrictor's construction completion date.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms Task Authorization No 6, Master Contract for Services subject to a limit not to exceed \$62,380.00; revised amount \$227,408.00. 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:
JONATHAN D. THIGPEN
Kimley-Horn and Associates, Inc.

By: _____
Richard Colby, Construction Manager

By: _____
Jonathan D. Thigpen, Senior 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: _____

AMENDMENT NO. 1 TO

PROPOSAL FOR EAST MASTER LIFT STATION CONSTRUCTION PHASE SERVICES

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated January 18, 2022, which is incorporated herein by reference.

Project Understanding

The scope of work presented below was prepared following discussions with the City of Port Orange staff regarding the City of Port Orange East Master Lift Station. City staff requested that Kimley-Horn provide a proposal to provide construction phase services. The following is our understanding of the specific scope of work that has been requested by City staff.

The initial schedule expectation of 12-months has been exceeded by an additional 12-months due to material lead times. This amendment is to cover professional services required for an additional 12-month period.

Specific Scope of Basic Services:

Task 1: Construction Phase Services

- A. Kimley-Horn will contract directly with the electrical engineering subconsultant, Bailey Engineering Consultants (BEC) to provide additional electrical engineering construction phase services as defined in their amendment, enclosed herein.
- B. Kimley-Horn will review requests for information (RFIs), monthly pay applications, change orders, and other appropriate correspondence from the Contractor and will coordinate with the City on approvals and responses.
- C. Kimley-Horn will attend monthly construction progress meetings for the duration of the project (estimated at one per month for an additional twelve months). Kimley-Horn will issue electronic meeting minutes and project updates following each progress meeting.
- D. Kimley-Horn will provide on-site construction observation services during the construction phase of the project. Kimley-Horn will make up to twelve (12) additional visits during construction under this task to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of the Contractor's work in progress. Observations are to be limited to spot-checking, selective measurement, and similar methods of general observation of the Work-based on Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether the Contractor's work is generally proceeding by the Contract Documents, and Kimley-Horn will keep the Client informed of the general progress of the Work.

Schedule:

Kimley-Horn assumes a total project schedule of 24 months, an increase of 12-months from the initial contract.



Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of \$62,380.00 inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

<i>Task</i>	<i>Description</i>	<i>Subconsultant</i>	<i>Kimley-Horn</i>	<i>Lump Sum</i>
1	Construction Phase Services	\$49,980	\$12,400	\$62,380
Total				\$62,380

Other Special Terms:

Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

See Page 4 of Change Order No 1
to Task Authorization No 6
BY: _____

BY: _____
Jon Martin, PE

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: _____

AMENDMENT NO. 1 TO

PROPOSAL FOR EAST MASTER LIFT STATION CONSTRUCTION PHASE SERVICES

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated January 18, 2022, which is incorporated herein by reference.

Project Understanding

The scope of work presented below was prepared following discussions with the City of Port Orange staff regarding the City of Port Orange East Master Lift Station. City staff requested that Kimley-Horn provide a proposal to provide construction phase services. The following is our understanding of the specific scope of work that has been requested by City staff.

The initial schedule expectation of 12-months has been exceeded by an additional 12-months due to material lead times. This amendment is to cover professional services required for an additional 12-month period.

Specific Scope of Basic Services:

Task 1: Construction Phase Services

- A. Kimley-Horn will contract directly with the electrical engineering subconsultant, Bailey Engineering Consultants (BEC) to provide additional electrical engineering construction phase services as defined in their amendment, enclosed herein.
- B. Kimley-Horn will review requests for information (RFIs), monthly pay applications, change orders, and other appropriate correspondence from the Contractor and will coordinate with the City on approvals and responses.
- C. Kimley-Horn will attend monthly construction progress meetings for the duration of the project (estimated at one per month for an additional twelve months). Kimley-Horn will issue electronic meeting minutes and project updates following each progress meeting.
- D. Kimley-Horn will provide on-site construction observation services during the construction phase of the project. Kimley-Horn will make up to twelve (12) additional visits during construction under this task to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of the Contractor's work in progress. Observations are to be limited to spot-checking, selective measurement, and similar methods of general observation of the Work-based on Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether the Contractor's work is generally proceeding by the Contract Documents, and Kimley-Horn will keep the Client informed of the general progress of the Work.

Schedule:

Kimley-Horn assumes a total project schedule of 24 months, an increase of 12-months from the initial contract.



Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of \$62,380.00 inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

<i>Task</i>	<i>Description</i>	<i>Subconsultant</i>	<i>Kimley-Horn</i>	<i>Lump Sum</i>
1	Construction Phase Services	\$49,980	\$12,400	\$62,380
Total				\$62,380

Other Special Terms:

Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____
Jon Martin, PE

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: _____



December 4, 2024

Ms. Nicole McConnell, P.E.
Kimley-Horn
189 South Orange Avenue, Suite 1000
Orlando, FL 32801

Re: East Master Lift Station Additional Services
Port Orange, FL

Dear Ms. McConnel:

We are pleased to submit our proposal for additional construction phase services for the above project. This proposal extends our current contract thru June 2025. The following serves to provide an overview of the engineering services Bailey Engineering Consultants, Inc. (BEC) intends to furnish on the above referenced project. Our scope of work shall include the following:

Task 1 - Shop Drawing Review

Review and approve (or take other appropriate action in respect of) Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not exceed to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instruction, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) is in accordance with the Contract Documents.

Task 2 - Issue Clarifications

Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents; have authority, as OWNER's representative to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. The ENGINEER shall render all interpretations or decisions in good faith and in accordance with the requirements of the Contract Documents.

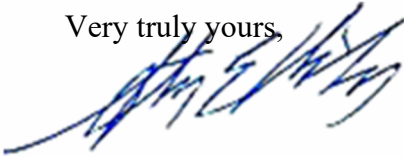
Task 3 - Site Visits/Start Up

Make visits to the site to observe, as an experienced and qualified professional, the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. Prepare trip reports to document observations made

during these inspections. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Drawings, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Drawings. During such visits and on the basis of on-site observations, ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

Compensation for all services, materials, supplies, and any other items or requirements necessary to complete the work defined in this Task Assignment will be based upon a lump sum amount of \$49,980.00. Our scope of work shall be as outlined above and as indicated on the attached estimate of work effort. Services not specifically outlined above are excluded.

Very truly yours,



Stephen E. Bailey, P.E.

ACCEPTED _____ DATE _____

TASK AUTHORIZATION NO. 6
Master Contract for Professional Engineering Services for Public Utilities and
Environmental Services dated January 18, 2022
Between the City of Port Orange, Florida and Kimley-Horn and Associates, 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 **KIMLEY-HORN AND ASSOCIATES, INC.**, North Carolina corporation, registered to transact business in Florida, with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("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 **ITB 22-10 Water Reclamation Facility East Master Lift Station Construction Phase Services**, 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 **450 days** from 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 **\$165,028.00**. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. Truth-in-Negotiations

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

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

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

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

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.


Printed Name: CLARENCE ENG

By: 
Jonathan D. Thigpen, Senior Vice President

Valeria Compte
Printed Name: Valeria Compte

Date: 2/14/23

CITY OF PORT ORANGE

By: 
Donald Burnette, Mayor

Date: 2/21/2023



ATTEST:

By: 
Robin L. Fenwick, MMC, City Clerk

Date: 2/21/2023

EXHIBIT "1"

Engineer's Scope of Services

Consisting of 5 Pages



PROPOSAL FOR EAST MASTER LIFT STATION CONSTRUCTION PHASE SERVICES

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated January 18, 2022, which is incorporated herein by reference.

Project Understanding

The scope of work presented below was prepared following discussions with the City of Port Orange staff regarding the City of Port Orange East Master Lift Station. City staff requested that Kimley-Horn provide a proposal to provide construction phase services. The following is our understanding of the specific scope of work that has been requested by City staff.

Specific Scope of Basic Services:

Task 1: Construction Phase Services

- A. Kimley-Horn will contract directly with the electrical engineering subconsultant, Bailey Engineering Consultants (BEC) to provide electrical engineering construction phase services as defined in their proposal, enclosed herein.
- B. Kimley-Horn will coordinate a Pre-Construction Conference prior to the commencement of work at the site.
- C. Kimley-Horn will review shop drawings, samples, and other data that the Contractor is required to submit based on permit conditions, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or related safety precautions and programs.
- D. Kimley-Horn will review requests for information (RFIs), monthly pay applications, change orders, and other appropriate correspondence from the Contractor and will coordinate with the City on approvals and responses.
- E. Kimley-Horn will attend monthly construction progress meetings for the duration of the project (estimated at one per month for twelve months). Kimley-Horn will issue electronic meeting minutes and project updates following each progress meeting.
- F. Kimley-Horn will provide on-site construction observation services during the construction phase of the project. Kimley-Horn will make up to twelve (12) visits during construction under this task to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of the Contractor's work in progress. Observations are to be limited to spot-checking, selective measurement, and similar methods of general observation of the Work-based on Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether the Contractor's work is generally proceeding by the Contract Documents, and Kimley-Horn will keep the Client informed of the general progress of the Work.



G. Kimley-Horn will review and compile construction records including as-builts, shop drawings, O&M manuals, and engineer record drawings following completion of construction. Kimley-Horn will assist the City in the preparation of certification and close-out documents for applicable FDEP Permits. Kimley-Horn will submit record drawings and certification submittals to FDEP upon receipt of documentation from the Contractor.

Schedule:

These services will be completed as expeditiously as possible. Kimley-Horn assumes a total project schedule of 15 months.

Deliverables:

Deliverables for this project include the following:

- Certification and Close Out Documents
- Final Record Drawings

Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of \$165,028.00 inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

<i>Task</i>	<i>Description</i>	<i>Subconsultant</i>	<i>Kimley-Horn</i>	<i>Lump Sum</i>
1	Construction Phase Services	\$97,660	\$67,368	\$165,028
Total				\$165,028

Other Special Terms:

Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: See Task Authorization No. 6 Page 4

BY: Jon Martin, PE

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: _____



January 5, 2023

Ms. Nicole McConnell, P.E.
Kimley-Horn
189 South Orange Avenue, Suite 1000
Orlando, FL 32801

Re: East Master Lift Station
Port Orange, FL

Dear Ms. McConnell:

We are pleased to submit our proposal for construction phase services for the above project. The following serves to provide an overview of the engineering services Bailey Engineering Consultants, Inc. (BEC) intends to furnish on the above referenced project. Our scope of work shall include the following:

Task 1 - Shop Drawing Review

Review and approve (or take other appropriate action in respect of) Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not exceed to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instruction, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.

Task 2 - Issue Clarifications

Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents; have authority, as OWNER's representative to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. The ENGINEER shall render all interpretations or decisions in good faith and in accordance with the requirements of the Contract Documents.

Task 3 - Site Visits/Start Up

Make visits to the site to observe, as an experienced and qualified professional, the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. Prepare trip reports to document observations made

10620 GRIFFIN ROAD, SUITE 202 • COOPER CITY, FL • 33328
PHONE: 954-448-7930 • FAX: 954-713-9959

during these inspections. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Drawings, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Drawings. During such visits and on the basis of on-site observations, ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

Compensation for all services, materials, supplies, and any other items or requirements necessary to complete the work defined in this Task Assignment will be based upon a lump sum amount of \$97,660.00. Our scope of work shall be as outlined above and as indicated on the attached estimate of work effort. Services not specifically outlined above are excluded.

Very truly yours,



Stephen E. Bailey, P.E.

ACCEPTED _____

DATE _____

TASK 1 - SHOP DRAWING REVIEW			
Task	Man-Hours	Billing Rate/Hour	Cost
Principal	60	\$ 225.00	\$ 13,500.00
Engineer	100	\$ 140.00	\$ 14,000.00
Filed Supervisor	80	\$ 115.00	\$ 9,200.00
Subtotal			\$ 36,700.00
TASK 2 - ISSUE CLARIFICATIONS/MEETINGS			
Task	Man-Hours	Billing Rate/Hour	Cost
Principal	48	\$ 225.00	\$ 10,800.00
Engineer	60	\$ 140.00	\$ 8,400.00
Field Supervisor	80	\$ 115.00	\$ 9,200.00
Subtotal			\$ 28,400.00
TASK 3 -SITE VISITS			
Task	Man-Hours	Billing Rate/Hour	Cost
Principal	48	\$ 225.00	\$ 10,800.00
Engineer	24	\$ 140.00	\$ 3,360.00
Field Supervisor	160	\$ 115.00	\$ 18,400.00
Subtotal			\$ 32,560.00
Task 1 - Shop Drawing Review			\$ 36,700.00
Task 2 - Issue Clarifications			\$ 28,400.00
Task 3 - Site Visits			\$ 32,560.00
Total			\$ 97,660.00



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: Kimley-Horn and Associates, Inc. ("Contractor")

Name of Contact Person: Jonathan Thigpen, Sr. Vice President

Mailing Address: 189 South Orange Avenue

Suite 100, Orlando, FL 32801

E-Mail Contact Address: Jonathan.thigpen@kimley-horn.com

Phone: (407) 898-1511 Fax: (561) 863-8175

[X] Standard Contract for Service CA No. 7763

[] 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

[X] 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: _____

[Handwritten Signature]

Signature

Date: 1/13/25

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-Mail: jwiggins@port-orange.org

For City Use Only:

Department Completes the Following:

[X] Renewal Accepted by the Department

[] Bond received by the Department OR [X] Bond not applicable

[X] Insurance Certificate received by the Department OR [] Insurance waived by City Manager

City Manager: _____

[Handwritten Signature]

Date: 1/14/2025



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 **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation, registered to transact business in Florida, whose principal address is 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("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 Schedule of Hourly Billing Rates as submitted by Engineer in Engineer's Proposal are attached hereto as Exhibit "1." A complete copy of RFSQ 21-03 is available in the Office of the City Clerk. Engineer represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

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

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

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

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

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

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

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

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

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

6. Statement of Engineering Services The Engineer shall:

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

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

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

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

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

10. Modifications to Scope of Work/Change Orders

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

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

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

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

11. Subcontractors or Sub-Subcontractors

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

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

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

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

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

12. Termination

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

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

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

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

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

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

13. Termination for Non-Appropriation of Funds

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

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

15. Examination of Records

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<i>Standard Insurance Requirements</i>				
	Insurance	Standards		Additional Requirements
☒	<u>Workers' Compensation</u> 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).	<u>Contract Amount</u> Up to \$10 million \$10 - \$20 million Contracts over \$20 million To Be Determined by the City.	<u>Limits</u> Statutory/\$500,000 Statutory/\$1,000,000	<input type="checkbox"/> If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. <input type="checkbox"/> If vessels involved, Jones Act coverage with limits of \$500,000 required.

<input checked="" type="checkbox"/>	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	<input type="checkbox"/> 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.
<input checked="" type="checkbox"/>	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			
<input type="checkbox"/>	Property Insurance Builders Risk. <u>Additional Coverage:</u>	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.
<input checked="" type="checkbox"/>	Professional Liability	Limits: Coverage - \$1,000,000	
<input type="checkbox"/>	Installation Floater (IT)	Limits: Coverage - \$ To be determined.	
<input type="checkbox"/>	Engineer Pollution Liability	Limits: Coverage - \$1,000,000	
<input checked="" type="checkbox"/>	Errors and Omissions	Limits: Coverage - \$1,000,000	
<input type="checkbox"/>	Umbrella Policy	Limits: Coverage - \$ To be determined.	
<input type="checkbox"/>	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
<input type="checkbox"/>	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
<input type="checkbox"/>	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: ~~Kimley-Horn and Associates, Inc.
Attention: Brian A. Good, Director
421 Fayetteville Street
Suite 600
Raleigh, North Carolina 27601~~

Attention: Jonathan D. Thigpen, Senior Vice President
189 South Orange Avenue
Suite 1000
Orlando, Florida 32801
(407) 898-1511 – Telephone
(561) 863-8175 – Facsimile

~~Wayne.White@kimleyhorn.com~~ jonathan.thigpen@kimley-horn.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.

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:

Nicole McConnell

Printed Name: NICOLE MCCONNELL

Tucker Hunter

Printed Name: Tucker Hunter

KIMLEY-HORN AND ASSOCIATES, INC.

By: [Signature]

Jonathan D. Thigpen, Senior 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.

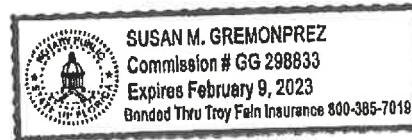
Date: January 7, 2022

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7th day of January, 2022, by Jonathan D. Thigpen, as Senior Vice President of Kimley-Horn and Associates, Inc., a North Carolina corporation, registered to transact business in Florida. He is personally known or produced _____ as identification.

[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

[Signature]
Printed Name: Jamie Miller

By: [Signature]
Donald O. Burnette, Mayor

[Signature]
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.



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

Witnesses:

ATTEST:

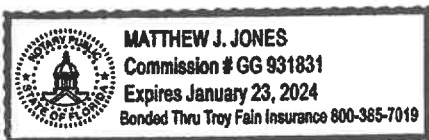
[Signature]
Printed Name: Jamie Miller
[Signature]
Printed Name: Matt Jones



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



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

EXHIBIT "1"

Engineer's Schedule of Hourly Billing Rates and RFSQ 21-03 Section 3

Consisting of 2 Pages

**KIMLEY HORN AND ASSOCIATES
SCHEDULE OF HOURLY BILLING RATES**

Labor Position/Classification Level	Hourly Rate
Principal	\$300.00
Senior Project Manager	\$230.00
Project Manager	\$190.00
Senior Project Engineer	\$210.00
Project Engineer	\$170.00
Analyst 3	\$145.00
Analyst 2	\$125.00
Analyst 1	\$115.00
Senior Environmental Scientist	\$185.00
Environmental Scientist	\$130.00
GIS Analyst	\$130.00
Grants Coordinator	\$175.00
Sr CAD Designer	\$185.00
CAD Designer	\$150.00
CAD Technician	\$110.00
Administrative	\$95.00
Clerical	\$75.00

Notes:

1. Billing rates listed in the table above are for the period from FY2022 through FY2024.
2. The salary multiplier billing rates include all payroll burden, overheads, and profit.
3. Subconsultants will be billed at 115% of actual cost
- ~~4. Standard project expenses will be billed as an allocation equivalent to 5.0% of the labor fee.~~

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 Kimley-Horn and Associates, 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 **KIMLEY-HORN AND ASSOCIATES, INC.**, North Carolina corporation, registered to transact business in Florida, with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

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

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

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

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

5. Truth-in-Negotiations

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

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

KIMLEY-HORN AND ASSOCIATES, INC.

Printed Name: _____ By: _____
Jonathan D. Thigpen, Senior Vice President

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____

Donald Burnette, Mayor *or*
Wayne Clark, City Manager

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

By: _____

Robin L. Fenwick, MMC, City Clerk

Printed Name: _____

Date: _____



City of Port Orange
 PLEASE SEND INVOICE TO: ACCOUNTS PAYABLE
 PO BOX 291759
 PORT ORANGE, FL 32129-1759
 TELEPHONE: 386-506-5700
 apbilling@port-orange.org

Purchase Order

Fiscal Year 2024 Page 1 of 1

This number must appear on all packing lists, labels, bill of lading correspondence.

Purchase Order Number	20240014
Purchase Order Date	07/23/2024
Department	ENGINEERING
Contract	240102
Required By	07/15/2024

Bill To BILLTO Ship To 4400
 ATTN: ACCOUNTS PAYABLE Engineering
 P.O. BOX 291759 1395 Dunlawton Ave.
 PORT ORANGE, FL 32129-1759 Port Orange, FL 32129

Vendor 240
 KIMLEY-HORN AND ASSOCIATES, INC.
 P.O. BOX 932520
 ATLANTA, GA 31193

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
1 (386) 7612256		240	240228	Mckinney, John	

NOTES

Task Authorization No 6 - WRF East Master LS

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	REPLACED PO-002812	1.0000	EACH	\$94,303.7600	\$94,303.76

Professional Services relating to Task Authorization No 6 under the Master Contract for Engineering Services (CA7763 RSFQ 21-03) for the Water Reclamation Facility East Master Lift Station Project PU003 (Original Prj #SSP002).

In accordance with Master Contract CA7763 for Professional Engineering Services and CA7763 Task Authorization No.6. Replaces PO-002812.

DUPLICATE COPY

IMPORTANT - TO RECEIVE PAYMENT, ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER AND DATE

VISIT THIS LINK TO VIEW THE CITY'S PURCHASE ORDER TERMS AND CONDITIONS:
<https://www.port-orange.org/DocumentCenter/View/13604/Purchase-Order-Terms--Conditions>

Authorized Signature

Total Ext. Price \$94,303.76
 Purchase Order Total \$94,303.76

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

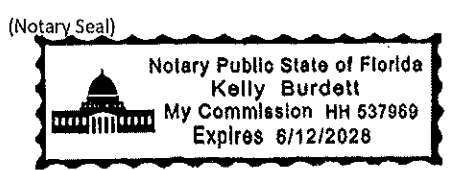
The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

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

Further Affiant sayeth not.

Date: August 29, 2024 Signed: [Signature]
Print Name: Hao Chau
Title: Vice President

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [] online notarization on the 29th day of AUGUST, 2024 by Hao Chau as Vice President on behalf of Kimley-Horn and Associates, Inc. who is personally known to me or who has produced abc corp. as identification.



KELLY BURDETT HH 537969
Notary Public, State of Florida 411212028
Printed name, commission and expiration of commission term



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/23/2025

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 Edgewood Partners Insurance Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Greyling COI Specialist PHONE (A/C. No. Ext): 770.552.4225 E-MAIL ADDRESS: greylingcerts@greyling.com	FAX (A/C. No.):
	INSURER(S) AFFORDING COVERAGE	
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER A: National Union Fire Ins Co of Pittsburg NAIC #: 19445	
	INSURER B: Allied World Assurance Co (U.S.) Inc. NAIC #: 19489	
	INSURER C: New Hampshire Insurance Company NAIC #: 23841	
	INSURER D: Lloyd's of London NAIC #: 85202	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 471877125

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL5268169	4/1/2025	4/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			03127930	4/1/2025	4/1/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC067961230 (AOS) WC013711885 (CA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
D	Professional Liability			B0146LDUSA2504949	4/1/2025	4/1/2026	Per Claim \$2,000,000 Aggregate \$2,000,000

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

Re: Master Contract Professional Engineering Services for Public Works, Utilities & Environmental Services; Nicole McConnell. The City of Port Orange is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) with respects to Workers Compensation where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Port Orange 1000 City Center Circle Port Orange FL 32129	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/17/2025

SUBJECT: (B6d) Approval of Change Order No. 2 to Addendum No. 1 – Scope of Work No. 4361-6 (CA8487) with Hydro-Dyne Engineering, Inc. for the direct purchase of two (2) Center Flow Bar Screens for the Water Reclamation Facility

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Change Order No. 2 to Addendum No. 1 – Scope of Work No. 4361-6 (CA8487) with Hydro-Dyne Engineering, Inc. authorizing additional funds in an amount not to exceed \$15,478.18; authorizing an additional 365 days in time; and authorizing the Mayor and City Clerk to execute all required documents.

SUMMARY: The Public Utilities Department is requesting Council to approve Change Order No. 2 to Addendum No. 1 – Scope of Work No 4361-6 (CA8487) with Hydro-Dyne Engineering, Inc. in the amount of \$15,478.18 including an additional 365 days to be added to the Final Completion date.

On August 6, 2024, the City entered into Addendum No. 1 – Scope of Work No. 4361-6 (CA8487) with Hydro-Dyne Engineering, Inc. for the direct purchase of two (2) Hydro-Dyne Center Flow Bar Screens for the Water Reclamation Facility. This purchase included a standard 12-month manufacturer's warranty and a five (5) year service agreement. Primary influent bar screens are required to remove larger solids and rags from the incoming wastewater before starting the treatment process. Failure to properly remove rags and larger debris will result in damage to expensive treatment and pumping equipment. Primary screening equipment is part of the operating permit issued by FDEP.

On December 4, 2024, the City Manager approved Change Order No. 1 to Addendum No. 1 – Scope of Work No. 4361-6 (CA8487) with Hydro-Dyne Engineering, Inc. in the amount of \$10,500; for a revised contract amount of \$910,500 for the direct purchase of two (2) Center Flow Bar Screens. The change order was necessary to correct a calculation error on the original item. No time extension was requested at this time.

Change Order No. 2 is necessary to provide additional electrical upgrades that will require additional engineering and design services to ensure the panels will integrate with the future plant upgrades. Change Order No. 2 is for the amount of \$15,478.18; for a revised amount not to exceed \$925,978.18. Due to the additional engineering and design services, staff is requesting an additional 365 days be added to the Final

Completion date. This will move the final completion date from September 9, 2025, to September 9, 2026.

This project is funded under a 100% reimbursable loan of \$15.1 million from FDEP for the Water Reclamation Facility Filter and Generator Resiliency Project and the additional costs requested are covered by the loan. Part of the project scope was to upgrade the existing bar screens with higher capture rate Center Flow Bar Screens. The Hydro-Dyne Center Flow Bar Screens are sole sourced for the design and specifications of the project.

PRESENTER: Steve Parnell

ATTACHMENTS:

1.	Hydro-Dyne Engineering, Inc. Change Order No 2 to Agreement and Addendum No. 1 Dated August 6, 2024	Hydro-Dyne Engineering, Inc. Change Order No 2 to Agreement and Addendum No. 1 Dated August 6, 2024.pdf
2.	Hydra Drye - CO Request	Hydra Drye - CO Request.pdf
3.	Executed Change Order No. 1 Hydro-Dyne Engineering, Inc dated 12-4-2024	Executed Change Order No. 1 Hydro-Dyne Engineering, Inc dated 12-4-2024.pdf
4.	Executed Agreement - Hydro-Dyne Engineering CA8487	Hydro-Dyne Engineering CA8487.pdf
5.	NTP - Hydro-Dyne	NTP - Hydro-Dyne.pdf
6.	HydroDyne - Human Trafficking 8.24.2024	HydroDyne - Human Trafficking 8.24.2024.pdf

Julia Wiggins	Created/Initiated - 5/15/2025
Christopher Wall	Approved - 5/15/2025
Steve Parnell	Approved - 5/15/2025
Junos Reed	Approved - 5/23/2025
Mark Simpson	Approved - 5/27/2025
Matthew Jones	Approved - 6/3/2025
Wayne Clark	Final Approval - 6/5/2025

CHANGE ORDER NO. 2

To Hydro-Dyne Agreement/Terms & Conditions and Addendum No 1, dated August 6, 2024
HYDRO-DYNE ENGINEERING, INC. Contractor

Project: Scope of Work 4361-6 Purchase of two (2) Centerflow Bar Screens for the Water Reclamation Facility

The following changes are hereby made to the Contract Documents:

<p>CHANGE IN CONTRACT PRICE:</p> <p>Original Contract Price:</p> <p align="right">\$900,000.00</p>	<p>CHANGE IN CONTRACT TIMES:</p> <p>Original Contract Times:</p> <p>Substantial Completion: 335 days (NTP Issued September 9, 2024)</p> <p>Final Completion: 365 days</p>
<p>Net changes from previous Change Order:</p> <p>No. 1: \$10,500.00</p>	<p>Changes in contract time from previous Change Orders:</p> <p>No. 1: 0 days</p>
<p>Contract Price prior to this Change Order:</p> <p align="right">\$910,500.00</p>	<p>Contract Completion Date prior to this Change Order:</p> <p align="right">September 9, 2025</p>
<p>Net Increase (decrease) of this Change Order:</p> <p>No. 2 \$15,478.18</p>	<p>Changes in contract time requested this Change Order:</p> <p>No. 2 365 days</p>
<p>Contract Price with all approved Change Orders:</p> <p align="right">\$925,978.18</p>	<p>Contract Times with all approved Change Orders:</p> <p>Final Completion: September 9, 2026</p>

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Hydro-Dyne Agreement/Terms & Conditions and Addendum No 1 – Scope of Work No 4361-6 (CA8487) entered into by and between the parties on August 6, 2024.
- II. REQUIRED CHANGES: Change Order is necessary for additional engineering and design cost to change two (2) Control Panels to use Allen-Bradely VFD (PowerFlex 525) and Allen Bradley Starters with E300 Overload Relays. This change order will add 365 days to the final completion date. Final Completion date will move from September 9, 2025; to September 9, 2026. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: Necessary to update panels to meet 35kA SCCR and to assist with future facility expansion projects.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Addendum No 1-Scope of Work 4361-6 subject to a limit not to exceed \$15,478.18; revised amount of \$925,978.18. 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:
CHRIS WALL
Department Project Manager

ACCEPTED BY:
JAY R. CONROY
Hydro-Dyne Engineering, Inc.

By: _____
Chris Wall, Deputy Director of Public Utilities

By: _____
Jay R. Conroy, 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: _____
Steve Parnell, Public Utilities Director

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: _____

Quote



Hydro-Dyne Engineering, Inc.

4750 118th Ave N
 Clearwater, FL
 USA, 33762
 Phone : 813-818-0777 Fax : 813-818-0770

Quote No.	25869
Date :	05/08/2025
Contact :	Phone : 386-506-5700

Bill To	9021-AP
City of Port Orange	
Attn: Accounts Payable, PO Box 291759	
Port Orange, FL	
USA, 32129	

Ship To	9021
City of Port Orange WRF	
817 Oak Street	
Port Orange, FL	
USA, 32129	

Expiration Date	Price Request	Terms	Carrier	FOB
06/08/2025		Net 30 days	Not Applicable	
Sales Rep		Currency	Lead Time (Days)	Tax Group
Service (SERV)		USD	0	USDEXE

No.	Qty	UN	Item	Description	Lead Time (Days)	List Price	Disc. %	Net Price	Amount
1	1.000	UN	CHANGE ORDER	Change Order Changing (2) Control Panels to use Allen-Bradley VFD (PowerFlex 525) and Allen Bradley Starters with E300 Overload Relays. Panel components updated to meet 35kA SCCR. Includes necessary engineering design updates common to both panels.	0	\$15,478.18	0%	\$15,478.18	\$15,478.18

Subtotal: \$15,478.18
USD

CHANGE ORDER NO. 1
To Hydro-Dyne Agreement/Terms & Conditions and Addendum No 1 dated August 6, 2024
HYDRO-DYNE ENGINEERING, INC., Contractor

Project: Scope of Work 4361-6 Purchase of two (2) Centerflow Bar Screens for the Water Reclamation Facility

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$900,000.00	Original Contract Times: Substantial Completion: 335 days (NTP Issued September 9, 2024) Final Completion: 365 days
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: \$900,000.00	Contract Completion Date prior to this Change Order: September 9, 2025
Net Increase (decrease) of this Change Order: No. 1 \$10,500.00	Changes in contract time requested this Change Order: N/A
Contract Price with all approved Change Orders: \$910,500.00	Contract Times with all approved Change Orders: Final Completion: September 9, 2025

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the Hydro-Dyne Agreement/Terms & Conditions and Addendum No 1 – Scope of Work No 4361-6 (CA8487) entered into by and between the parties on August 6, 2024.

- II. **REQUIRED CHANGES:** Change Order is necessary to correct the Council approve amount of \$900,000.00 to \$910,500.00 to match the Contractor's scope of work pricing. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

- III. **JUSTIFICATION:** Due to a calculation error, this change order will correct the total cost of the project.

- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the Addendum No 1 – Scope of Work 4361-6 subject to a limit up to but not to exceed \$10,500.00; revised amount of \$910,500.00. 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:
CHRIS WALL
Department Project Manager

By: Chris Wall
Chris Wall, Deputy Director of Public
Utilities

Date Signed: 12/04/2024

ACCEPTED BY:
JAY R. CONROY
Hydro-Dyne Engineering, Inc.

By: Jay R. Conroy
Jay R. Conroy, President

Date Signed: 10/14/2024

RECOMMENDED BY:
N/A
City's Representative

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

RECOMMENDED BY:
N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: [Signature]
Steve Parnell, Public Utilities Director

Date Signed: 12/4/24

City Manager

By: [Signature]
Wayne Clark, City Manager

Date Signed: 12/4/2024

If Council approval is required:

By: N/A
Donald O. Burnette, Mayor

Date Signed: _____

Affirmed:

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

Date Signed: 12/4/2024



ADDENDUM NO. 1
to Hydro-Dyne Engineering, Inc.
dated Aug. 6, 2024

This Addendum No. 1 ("Addendum") is entered into on the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City" and/or "Customer") and **Hydro-Dyne Engineering, Inc.**, ("Hydro-Dyne Engineering" and/or "Contractor," "Seller") a Florida corporation, whose principal address is 4750 118th Avenue North, Clearwater, Florida 33762, collectively "The Parties". The Parties have agreed as follows:

1. This Addendum No. 1 supplements the terms provided in Hydro-Dyne Engineering, Inc. Agreement/Terms and Conditions ("Seller's Terms and Conditions" and/or "Agreement"), Scope of Work 4361-6 dated May 15, 2024 ("Seller's SOW"), and attachment "Section – Great White Center Flow Screen and Whitetip Shark Washing Compactor Technical Specifications," between Hydro-Dyne Engineering, Inc. and the City of Port Orange, effective the date as stated above, collectively, the "Agreement and/or Contract".
2. Contract Administration. The Public Utilities Director, Steve Parnel, shall perform contract administration of this Agreement. For notice provisions, see the paragraph below entitled "Notice."
3. Page 1 of Seller's SOW, paragraph 2, "Freight," shall be deleted in its entirety, and replaced herewith:
"All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Destination, with freight costs included. 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."
4. Page 1 of Seller's SOW, paragraph 3, "Not Included," shall be deleted in its entirety, and replaced herewith:
"This scope of work is limited to the specification section(s) and addendum(s) referenced above. Any other documents are not included, Concrete work, installation, plumbing, wiring connections, valves, strainers, level sensor mounts, liquidated damages, engineering certifications or seals, seismic/wind calculations and related PE stamps.
5. Page 1 of Seller's SOW, paragraph 4, "Validity," subsection 1, shall be deleted in its entirety.
6. Page 1 of Seller's Terms and Conditions, paragraph 1, "Entire Agreement," shall be deleted in its entirety, and replaced herewith:
"This Agreement constitutes the complete Agreement and understanding between Hydro-Dyne Engineering, Inc. ("Seller") and the purchase order issuer ("Purchaser") with respect to the subject matter hereof and supersedes all prior solicitations, agreements, understandings and representations between the Parties. This Agreement consists of these Terms and Conditions, Seller's Scope of Work (the "SOW"), and Owner's specifications (the "Owner Specs"). The SOW references the Owner Specs and provides clarifications and modifications to the Owner Specifications. Prior dealings, usage of the trade, and course of performance shall not be used to determine the meaning of this Agreement. Any Agreement between the final equipment owner ("Owner") and Purchaser (the "Prime Contract") shall not be deemed to be part of this Agreement, Seller is not a party to the Prime Contract, and Seller is not required to comply with the Prime Contract."
7. Page 1 of Seller's Terms and Conditions, paragraph 2, "Delivery," shall be deleted in its entirety, and replaced herewith:

"The SOW sets forth the delivery point(s) and delivery terms for delivery of the products expressly set in the SOW to be delivered to Purchaser under this Agreement (the "Products"). If any delivery is or may be delayed by reason of Force Majeure (as defined in Section 10), Seller may at its option tender delivery to Purchaser at any point of manufacture and such shall constitute delivery for all purposes under this Agreement. If Purchaser fails to accept delivery when made by Seller, Purchaser shall promptly reimburse Seller for all costs associated with such failure, including costs of storage of the Products, regardless of whether some or all of the storage occurs at Seller's facilities, and the storage location(s) shall be deemed to be the delivery point(s). If shipment is postponed at the request of Purchaser, as a result of delay in receipt of shipping instruction, or due to any other cause or reason other than the negligence or willful misconduct of Seller, payment of the purchase price for the Products by Purchaser shall be due on notice from Seller that the Products are ready for shipment, and the delivery point will then be the current location of the Products. Handling, moving, storage, insurance and other charges thereafter incurred by Seller with respect to the Products shall be for the account of Purchaser. Risk of loss shall pass to Purchaser at the delivery point."

8. Page 3 of Seller's Terms and Conditions, paragraph 5 "Warranty," subsection "d," shall be deleted in its entirety.

9. Page 3 of Seller's Terms and Conditions, paragraph 7 "Indemnity," shall be deleted in its entirety.

10. Page 3 of Seller's Terms and Conditions, paragraph 8 "Default, Termination," shall be deleted in its entirety, and replaced herewith:

"In the event that a party materially breached this Agreement and does not cure within thirty (30) days of notice of such material breach from the other party, or such longer time as reasonably necessary to cure such breach, the non-breaching party may terminate this Agreement."

11. Page 3 onto page 4 of Seller's Terms and Conditions, paragraph 9 "Termination for Convenience," shall be deleted in its entirety, and replaced herewith:

"Purchaser may terminate this Agreement for convenience upon notifying Seller at least thirty (30) days prior to the "termination date" set forth in the notice and paying Seller for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit in an amount determined by Seller within forty-five (45) days of termination date."

12. Page 4 of Seller's Terms and Conditions, paragraph 11 "Choice of Law, Choice of Venue," shall be deleted in its entirety, and replaced herewith:

"This Agreement contains important matters affecting legal rights and is accepted and entered into in Florida and any questions 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."

13. Page 4 of Seller's Terms and Conditions, paragraph 13 "Limitation of Liability/No Liquidated Damages, Third Party Beneficiaries, or Backcharges," shall be deleted in its entirety, and replaced herewith:

"Notwithstanding anything in this Agreement to the contrary, (i) except as set forth in Section 7, under no circumstances shall either party be liable to the other party for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, under, relating to, or arising out of this Agreement, including, without limitation the forgoing, for any losses relating to plant shutdowns, non-operation or increased expense of operation, service interruptions, or cost of purchased or

replacement power; and (ii) the maximum aggregate liability of Seller under, relating to, or arising out of this Agreement, shall be the amount paid by Purchaser to Seller under this Agreement for the Products. This is an aggregate cap, not a per claim cap. The Parties agree that there are no liquidated damages associated with this Agreement, nor are there any third-party beneficiaries to this Agreement. In addition, under no circumstances shall Seller be responsible and liable for any work, repairs, replacements or changes to the Products, or any backcharges, unless Seller agrees in writing to be responsible and liable on each such occasion."

14. Page 4 onto page 5 of Seller's Terms and Conditions, paragraph 14 "Miscellaneous," shall be deleted in its entirety, and replaced herewith:

"The Parties are entering into this Agreement as independent contracting parties. This Agreement will not be construed to create an association, joint venture or partnership between the Parties to impose any partnership liability upon any Party. This Agreement may be signed in counterpart, each of which shall be deemed an original, and all of which taken together shall constitute one single agreement between the Parties. The Parties agree to act in good faith with respect to each provision of this Agreement and any dispute that may arise related hereto. The provisions of this Agreement that by their nature are continuing shall continue in full force and effect and shall bind the Parties beyond any termination of this Agreement. Each Party shall have the right to use any agents, contractors, subcontractors, or other non-employees (individually and collectively, "Contractors/Agents" of such Party) to perform any of its obligations or to act on behalf of the Party. All actions of a Party's Contractor/Agents in connection with this Agreement are attributable to that Party for all purposes under this Agreement. The rights and remedies of the Purchaser in connection with the Products provided by the Seller and limited to the rights and remedies expressly stated in this Agreement. Any failure by the Seller to enforce Purchaser's strict performance of any provision of this Agreement will not constitute a waiver of Seller's right to subsequently enforce such provision of this or any other provision of this Agreement. If any portion of this Agreement is held to be invalid or unenforceable under applicable law, then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein. Seller shall retain sole ownership of its intellectual property used or produced in connection with this Agreement, and Purchaser shall not gain any rights in such intellectual property under this Agreement or otherwise arising out of this Agreement."

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

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

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

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
<input type="checkbox"/>	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million To Be Determined by the City.	<input type="checkbox"/> If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. <input type="checkbox"/> If vessels involved, Jones Act coverage with limits of \$500,000 required.
<input type="checkbox"/>	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	<input type="checkbox"/> 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.
<input type="checkbox"/>	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
<input type="checkbox"/>	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<input type="checkbox"/>	Professional Liability, Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
<input type="checkbox"/>	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
<input type="checkbox"/>	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
<input type="checkbox"/>	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
<input type="checkbox"/>	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
<input type="checkbox"/>	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
<input checked="" type="checkbox"/>	Unless otherwise required by law, City Manager waives Insurance.		

16. 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 Agreement.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Agreement, 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 Agreement. 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 Agreement or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

17. 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 119.0701, 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

(d) Upon completion of the Agreement, 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 Agreement, and the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT 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.

18. Non-discrimination. During the performance of this Agreement, 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.

19. 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.

20. 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.

21. 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.

22. 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: Steve Parnell, Public Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5592

Contractor: Hydro-Dyne Engineering, Inc.
Attention: Randall Dow
4750 118th Avenue North
Clearwater, Florida 33762
(813) 818-0777 – Telephone

randall.dow@hydro-dyne.com

Copy To: Hydro-Dyne Engineering, Inc.
Attention: Jay R. Conroy, President
4750 118th Avenue North
Clearwater, Florida 33762
(813) 818-0777 – Telephone

Any notice or other communication given under the Agreement 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.

23. Integration. This Addendum No. 1 shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto. In the event of a conflict the following Order of Precedence shall control: 1) City of Port Orange Addendum No. 1; 2) Owner's Specs; 3) Seller's Terms and Conditions; 4) Seller's SOW; 5) Section – Great White Center Flow Screen and Whitetip Shark Washing Computer, and 6) incorporated documents not previously named in this Order of Precedence (which may include Exhibits and applicable Addendum).

24. Agreement 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 Agreement shall be formed between Contractor and the City until the City signs this Agreement.

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

[Remainder of page intentionally left blank]

Witnesses:



Printed Name: Randall Dowd

Sales & Marketing Director

7/30/24

Printed Name: _____

HYDRO-DYNE ENGINEERING, INC.

By: 

Jay R. Conroy, President

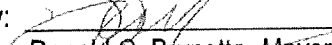
If this Agreement is signed by an individual not identified in the records of the Florida Department of State, Division of Corporations, then please provide written authorization for that individual to enter into Agreements on behalf of said entity.

Jay R. Conroy

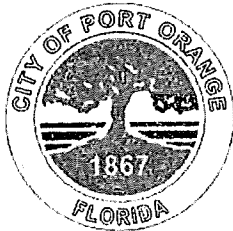
Date: 7/30/2024

At this time the City does not accept electronic/digital signatures. A wet signature is required for this document.

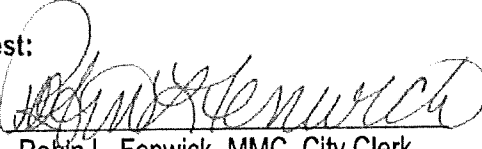
CITY OF PORT ORANGE

By: 
Donald O. Burnette, Mayor

Date: Aug 6, 2024



Attest:

By: 
Robin L. Fenwick, MMC, City Clerk

Date: AUG. 6, 2024



Tel: 813-818-0777 Fax: 813-818-0770

Represented Locally By:

TSC-Jacobs
 Attn: Joe Sacco
 Number: (904) 524-9576

May 15th, 2024

Ref: Port Orange, FL

Hydro-Dyne Engineering Scope of Work 4361-6

Hydro-Dyne Engineering is pleased to offer this Scope of Work for the equipment detailed below in accordance to the specification(s) and addendum(s) stated above, and the attached Hydro-Dyne Engineering Terms and Conditions. Where clarifications to the specifications are necessary, they will be listed below.

Hydro-Dyne Specification Section	Description	Quantity
2.2	Center Flow Screen	2 EA
2.3	Washing Compactor with Enhanced Washing and Dewatering	2 EA
2.4	Spare Parts	1 LOT
2.5	Accessories	1 LOT
2.6	Electrical Controls and Ancillary Components	1 LOT
TOTAL PRICE:		\$895,000
ADDER – 5 year Service Agreement (Includes 1 T / 1 D annually)		\$15,500

FREIGHT

~~F.O.B. shipment point with freight costs included.--~~

NOT INCLUDED

This scope of work is limited to the specification section(s) and addendum(s) referenced above. Any other documents are not included. Concrete work, installation, plumbing, wiring connections, valves, strainers, level sensor mounts, liquidated damages, engineering certifications or seals, seismic/wind calculations and related PE stamps, ~~and anything else not specifically detailed as included by the manufacturer in the specification above will be construed as NOT INCLUDED, whether or not inclusion is specifically acknowledged.--~~

~~This scope of work does not include supply of any type of bond unless specifically itemized in the table above.--~~

VALIDITY

Price quoted is firm provided:

- ~~1. Written acceptance is received at the factory within thirty (30) calendar days of the date of this offering.--~~
2. Purchaser agrees to accept shipment 28 to 36 weeks from date of receipt of approved drawings and authorization to proceed with manufacture. Purchaser is allowed not more than 45 calendar days for review and return of submittals for approval.
3. Shipments delayed by the purchaser or his agents will be escalated at a rate of 1-1/2% per calendar month, compounded, of the value of the unshipped portion.

TAXES

Applicable sales or use taxes, fees, permits, and licenses are not included.

COMMISSIONING SERVICE & CUSTOMER TRAINING

- This service will not exceed two (2) trips and four (4) eight-hour working days.
- Each additional trip will be figured at \$2,000 and each additional day onsite will be figured at \$1,200. It is agreed and understood that all necessary utilities such as water, electric, air, etc. be connected and functional prior to the arrival of our servicemen.
- A complete job of checking, adjusting, etc. of the equipment and installation cannot be accomplished unless the plant is ready to operate at the time this service is to be performed.
- Our servicemen are non-union technicians and any extra cost for other assisting personnel as required by local union regulations is not included in this proposal.
- Advance notification of at least fifteen (15) working days prior to the date start-up service is required.

WARRANTY

The equipment and all appurtenances including, but not limited to: frame, supports, covers, and mechanisms manufactured by Hydro-Dyne Engineering are warranted for a period of 12 months against defects in materials and workmanship, starting upon beneficial use or 90 days after delivery, whichever occurs first. The Warranty covers repair or replacement of the defective components but does not include labor to remove and install equipment or parts, or shipping and freight charges to and from the purchaser's job site. The Warranty shall also not apply to any parts, equipment, accessories or components that were either manufactured or were designed by any person or entity other than Hydro-Dyne Engineering itself. Hydro-Dyne will provide any pass-through warranty that is permitted to pass-through to Purchaser in connection with the portions of the Products that are not Warranted Parts.

STANDARD PAYMENT TERMS AS QUOTED

25% upon receipt of approved shop drawings due before release for manufacture

25% upon completion for testing due before shipment

45% due 30 calendar days upon delivery

5% due upon completion of startup and approval of O&M manuals NOT to exceed 60 calendar days from date of delivery.

For additional information, please contact our local representative listed above or me personally.

Sincerely,

Scott Griffith

Regional Sales Manager

Hydro-Dyne Engineering, Inc.

Hydro-Dyne Engineering Inc.
Terms & Conditions

1. ENTIRE AGREEMENT. This Agreement constitutes the complete agreement and understanding between Hydro-Dyne Engineering Inc. ("Seller") and the purchase order issuer ("Purchaser") with respect to the subject matter hereof and supersedes all prior solicitations, agreements, understandings and representations between the parties. This Agreement consists of these Terms and Conditions, Seller's Scope of Work (the "SOW"), and Owner's specifications (the "Owner Specs"). The SOW references the Owner Specs and provides clarifications and modifications to the Owner Specifications. ~~If there is any conflict between the Owner Specifications and the SOW, the SOW shall control.~~ Prior dealings, usage of the trade, and course of performance shall not be used to determine the meaning of this Agreement. ~~Any terms and conditions included in Purchaser's acceptance/purchase order that are in addition to or different from this Agreement shall have no force and effect and shall not be deemed to be part of this Agreement; except that the purchase price for the "Products" (as defined below) set forth in Purchaser's acceptance/purchase order shall be deemed to be part of this Agreement unless Seller objects to the purchase price (and if Seller objects, a revised purchase price for the Products-- shall be mutually agreed between the parties and then listed in a revised acceptance/purchase order-- from Purchaser).~~ Any agreement between the final equipment owner ("Owner") and Purchaser (the "Prime Contract") shall not be deemed to be part of this Agreement, Seller is not a party to the Prime Contract, and Seller is not required to comply with the Prime Contract.

2. DELIVERY. The SOW sets forth the delivery point(s) and delivery terms for delivery of the products expressly set forth in the SOW to be delivered to Purchaser under this Agreement (the "Products"). ~~Seller shall not be liable to Purchaser or in breach of this Agreement if delivery does not occur by the dates set forth in the SOW as such dates are estimated delivery dates.~~ If any delivery is or may be delayed by reason of Force Majeure (as defined in Section 10), Seller may at its option tender delivery to Purchaser at any point of manufacture and such shall constitute delivery for all purposes under this Agreement. If Purchaser fails to accept delivery when made by Seller, Purchaser shall promptly reimburse Seller for all costs associated with such failure, including costs of storage of the Products, regardless of whether some or all of the storage occurs at Seller's facilities, and the storage location(s) shall be deemed to be the delivery point(s). If shipment is postponed at the request of Purchaser, as a result of delay in receipt of shipping instructions, or due to any other cause or reason other than the negligence or willful misconduct of Seller, payment of the purchase price for the Products by Purchaser shall be due on notice from Seller that the Products are ready for shipment, and the delivery point will then be the current location of the Products. Handling, moving, storage, insurance and other charges thereafter incurred by Seller with respect to the Products shall be for the account of Purchaser. Risk of loss shall pass to Purchaser at the delivery point.

3. TITLE. Seller shall retain all right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to Seller. Without limiting the foregoing, until Purchaser pays Seller the full purchase price for the Products, Purchaser grants to Seller a purchase money security interest in the Products. Purchaser authorizes Seller to file, with or without Purchaser's signature, and Purchaser will cooperate fully with Seller regarding, any documents needed to perfect a security interest with the appropriate jurisdiction(s). The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass Seller's interests until said drafts, notes and/or trade acceptances are paid in full.

4. PAYMENTS. The payment terms for the Products are set forth in the SOW, the purchase price for the Products shall be set forth in the manner described in Section 1 above, and other amounts owed for or relating to the Products (e.g., Taxes/Surcharges, as defined below) are set forth in these Terms and Conditions. Seller may at its option ship the Products in stages and if it does so Purchaser shall pay

Seller on a pro rata basis, as shipped, for the amounts then owed. If Purchaser fails to make a payment under or relating to this Agreement by the due date, interest at a rate of the lesser of the maximum rate allowed by law, and one and one half percent (1.5%) per month, calculated daily, shall apply from the due date of payment. Purchaser shall promptly pay Seller's attorneys' fees and all other expenses of Seller incurred in seeking to collect past-due amounts owed under or relating to this Agreement. The purchase price does not include any federal, state, local, or provincial sales, use, value-added, excises, or other taxes or any surcharges, or import fees or duties (collectively, "Taxes/Surcharges"). Seller shall list Taxes/Surcharges separately on each invoice, and Purchaser is responsible for paying all Taxes/Surcharges to Seller. Purchaser shall pay to Seller any amounts owed under this Agreement when due and Purchaser shall not be entitled to setoff or apply against any money due or claimed to be due from Seller to Purchaser on account of any other agreement, transaction or claim unless Seller agrees in writing to be responsible and liable on each such occasion.

5. WARRANTY.

a. Solely for the benefit of Purchaser, Seller warrants that the portion of the Products that are both designed and manufactured by Seller (the "Warranted Parts") shall be free from defects in material and workmanship for the "Warranty Period", which (a) shall begin on the "Warranty Period Commencement Date". The Warranty Period Commencement Date shall be the earlier of (1) nine(90) days from the date of delivery of the Warranted Parts, and (2) the date the Products are beneficially occupied by the Seller. The Warranty Period Length shall be documented by the SOW. Notwithstanding the foregoing, if the Warranted Parts are delivered in stages, then the Warranty Period described above shall apply on a per stage basis.

b. If any of the Warranted Parts fail to comply with the Warranty during the Warranty Period, Purchaser notifies Seller of such failure during the Warranty Period (and no later than five (5) days after Purchaser discovers the non-compliance), Purchaser is at the applicable time in full compliance with this Agreement, and none of the exclusions set forth in Section 5(c) apply, Seller shall repair or replace, at its option, free of charge to Purchaser (other than that of labor to remove and install equipment or parts, shipping and freight charges), at Seller's location or other location that Seller designates, any Warranted Part, or the relevant portion thereof, that examination by Seller establishes has failed under normal use and service operation (according to the guidelines of the applicable Operation and Maintenance Manual) by Purchaser within the Warranty Period; provided, that if it would be impracticable for the Warranted Part or relevant portion thereof to be returned to Seller as determined by Seller, Seller will visit Purchaser's job site to inspect the Warranted Part; however, if it is determined by Seller after inspection that Seller is not responsible under the Warranty, Purchaser shall pay seller published travel and other costs of Seller with respect to the site visit detailed in the SOW. Warranted Parts repaired or replaced under the terms of this warranty remain warranted under the original warranty period only. Proof of maintenance logs as dictated in the applicable Operation and Maintenance Manual will be required by the seller from the owner.

c. In addition to any other limitation or disclaimer with respect to the Warranty, the Warranty shall not apply if any defect in material or workmanship in the Warranted Part is caused in whole or in part by any acts or omissions of Purchaser or any other person or entity other than Seller (e.g. negligence acts, willful misconduct, or alterations to the Warranted Parts, by any person or entity other than Seller, failure to operate or maintain equipment under normal operating conditions in accordance with applicable Operation and Maintenance Manual(s), compromising equipment protection via controls changes), or any event (e.g., an accident during transit) or condition (e.g. decomposition of Warranted Parts by chemical action, erosion or corrosion or wear to Warranted Parts or due to conditions of temperature, moisture and dirt), beyond the reasonable control of Seller, including any Force Majeure event. The Warranty shall also not apply to any Products that are not Warranted Parts (e.g., parts, equipment, accessories or components that were either manufactured or were designed by any person

or entity other than Seller itself), but if there is any pass-through warranty that Seller is permitted to pass-through to Purchaser in connection with the portions of the Products that are not Warranted Parts, Seller shall do so.

~~d. THE PARTIES AGREE THAT OTHER THAN THE WARRANTY SET FORTH IN SECTION 5(a) WITH RESPECT TO THE WARRANTED PARTS ONLY, ALL OTHER WARRANTIES (WITH RESPECT TO THE PRODUCTS OR OTHERWISE RELATING TO THIS AGREEMENT), EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED BY SELLER TO THE FULLEST EXTENT PERMISSIBLE BY LAW.~~

6. DRAWINGS AND TECHNICAL DOCUMENTATION. The seller requires approval of the Drawings before Seller begins manufacturing the Products, shipment may be delayed if the Drawings are not returned to Seller within forty-five (45) days of receipt by Purchaser of the Drawings for approval. Seller will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for Seller's equipment (in English language). Seller will supply a maximum of three (3) complete sets of drawings and operating instructions. Additional sets will be paid for by Purchaser. Electronic files, if requested from Seller, will be provided in *pdf, jpg or tif* format only.

~~7. INDEMNITY. Purchaser shall defend, hold harmless, and indemnify Seller and its affiliates, and each of their employees, officers, directors, representatives, contractors and agents (individually and collectively, "Indemnitees"), against all damages, costs, liability, losses, and expenses, including reasonable attorneys' fees, incurred by any Indemnitees in connection with any claim, action, demand, suit, or proceeding (individually and collectively "Claims"), arising out of, or relating to, the negligent acts or omissions of Purchaser, willful misconduct of Purchaser, or any breach of this Agreement or violation of law by Purchaser.~~

8. DEFAULT, TERMINATION. In the event that a party materially breaches this Agreement and does not cure within thirty (30) days of notice of such material breach from the other party, or such longer time as reasonably necessary to cure such breach, the non-breaching party may terminate this Agreement. ~~Notwithstanding the foregoing, Seller shall also have the right to terminate this Agreement if Purchaser fails to pay any amount owed within ten (10) days after the due date for such payment. If Purchaser becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. Seller at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the Purchaser; and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition; storage charges; taxes; liens; collection and legal fees and all other expenses in connection therewith) to the balance then due to Seller for the Products and to receive from the Purchaser the deficiency between such net proceeds of sale and such balance. Purchaser hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of Seller.~~

9. TERMINATION FOR CONVENIENCE. Purchaser may terminate this Agreement for convenience upon notifying Seller at least thirty (30) days prior to the "termination date" set forth in the notice and paying Seller for all costs and expenses (including overhead) incurred by it in

performing its work and closing out the same plus a reasonable profit thereon in an amount determined by Seller. ~~Purchaser shall pay all such costs and expenses and the reasonable profit to Seller within ten (10) days of the termination of the Agreement.~~

10. FORCE MAJEURE. If Seller is unable, wholly or in material part, by any reason of Force Majeure to carry out any of its obligations hereunder, then on Seller's notice to Purchaser within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, laws and regulations, strikes, civil disobedience or unrest, pandemics, lightning, fire, flood, washout, storm, communication lines failure, delays of the Purchaser or any third party, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos and any other causes that are not reasonably within the control of the Seller. Notwithstanding anything in this Agreement to the contrary, if the delay is the result of Purchaser's action or inaction, then in addition to an adjustment in time, Purchaser shall promptly reimburse Seller for Seller's costs incurred to maintain its schedule or to seek to limit any slippage from the schedule as much as reasonably practicable under the circumstances.

11. CHOICE OF LAW, CHOICE OF VENUE. ~~This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Pinellas County or Clearwater, FL. The parties irrevocably waive the right to request trial by jury.~~

12. ASSIGNMENT. Purchaser shall not assign or transfer this Agreement without the prior written consent of the Seller. Any attempt to make such an assignment or transfer shall be null and void. Seller shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to Purchaser.

13. LIMITATION OF LIABILITY/NO LIQUIDATED DAMAGES, THIRD PARTY BENEFICIARIES, OR BACKCHARGES. Notwithstanding anything in this Agreement to the contrary, (i) except as set forth in Sections 7 and 9, under no circumstances shall either party be liable to the other party for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, under, relating to, or arising out of this Agreement, including, without limiting the foregoing, for any losses relating to plant shutdowns, non-operation or increased expense of operation, service interruptions, or cost of purchased or replacement power; and (ii) the maximum aggregate liability of Seller under, relating to, or arising out of this Agreement, shall be the amount paid by Purchaser to Seller under this Agreement for the Products. This is an aggregate cap, not a per claim cap. ~~This Section 15 shall apply to any and all claims, regardless of whether such claims are in contract, tort, strict liability or otherwise.~~ The parties agree that there are no liquidated damages associated with this Agreement nor are there any third-party beneficiaries to this Agreement. In addition, under no circumstances shall Seller be responsible and liable for any work, repairs, replacements or changes to the Products, or any backcharges, unless Seller agrees in writing to be responsible and liable on each such occasion.

14. MISCELLANEOUS. The Parties are entering into this Agreement as independent contracting parties. This Agreement will not be construed to create an association, joint venture or partnership between the Parties or to impose any partnership liability upon any Party. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one single agreement between the Parties. ~~A signature delivered by pdf format or facsimile will be considered an original.~~ The Parties agree to act in good faith with respect to each provision of this Agreement and any dispute that may arise related hereto. The provisions of this Agreement that by their nature are continuing shall continue in full force and effect and shall bind the

Parties beyond any termination of this Agreement. Each Party shall have the right to use any agents, contractors, subcontractors, or other non-employees (individually and collectively, "Contractors/Agents" of such Party) to perform any of its obligations or to act on behalf of the Party. All actions of a Party's Contractors/Agents in connection with this Agreement are attributable to that Party for all purposes under this Agreement. The rights and remedies of the Purchaser in connection with the Products provided by Seller and limited to the rights and remedies expressly stated in this Agreement. Any failure by Seller to enforce Purchaser's strict performance of any provision of this Agreement will not constitute a waiver of Seller's right to subsequently enforce such provision or any other provision of this Agreement. If any portion of this Agreement is held to be invalid or unenforceable under applicable law, then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein. Seller shall retain sole ownership of its intellectual property used or produced in connection with this Agreement, and Purchaser shall not gain any rights in such intellectual property under this Agreement, and arising out of this Agreement. ~~Each party has had an opportunity to independently review this Agreement, and the language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. Each party has been given the opportunity to independently review this Agreement with legal counsel, and each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, it is the parties' intent that in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it.~~

**GREAT WHITE CENTER FLOW SCREEN & WHITETIP SHARK WASHING COMPACTOR
TECHNICAL SPECIFICATIONS**

Part 1 GENERAL

1.1 SCOPE – Supply all labor, materials, equipment and incidentals required to install and place into operation the fine screening system as shown on the Drawings and as specified herein.

1.2 REFERENCE STANDARDS – The properties of all materials, design, fabrication and performance of the equipment to be furnished under this section shall be in accordance with the latest issue of applicable standard specifications. The governing authorities of these standards are listed below.

- A. AICS, American Institute of Steel Construction
- B. AISI American Iron and Steel Institute
- C. ANSI, American National Standards Institute
- D. ASCE, American Society of Civil Engineers
- E. ASME, American Society of Mechanical Engineers
- F. ASTM, American Society of Testing and Materials
- G. AWS, American Welding Society
- H. IBC, International Building Code
- I. IEC, International Electric Code
- J. IEEE, Institute of Electrical and Electronics Engineers
- K. NEC, National Electrical Code
- L. NEMA, National Electrical Manufacturers Association
- M. Underwriters Laboratory (UL and cUL)

1.3 SUBMITTALS - Submittals shall be provided to the engineer that includes all the following information:

- A. Certified shop drawings showing all important details of construction, dimensions and anchor bolt locations.
- B. Descriptive product literature.
- C. Schematic electrical wiring diagram and electrical controls information.
- D. Complete motor and drive data.
- E. The total weight of the equipment.
- F. A complete bill of materials of all equipment.
- G. A valid certificate of registration naming manufacturer, and supplier if equipment is relabeled, as ISO 9001:2015 certified.
- H. A certificate from an industry recognized, independent testing facility verifying compliance with Screening Capture Ratio requirement.

1.4 QUALIFICATIONS

- A. All the equipment specified under this Section shall be supplied by a single manufacturer whose Quality Management System is ISO 9001:2015 certified and applicable to the manufacture of water and wastewater treatment equipment.

- B. If equipment is not manufactured by supplier, including welding and machining, the name and contact information of manufacturing facility must be supplied. If more than one manufacturer is used all companies and facilities must be provided.
- C. If patents protecting equipment are not owned by supplier, then an affidavit must be supplied stating owner of design and expiration of licensing agreement.

1.5 DESIGN REQUIREMENTS

A. System Description

1. The fine screen will have a continuous stainless steel belt that automatically rotates within the internal guide system of the static frame.
2. The fine screen herein specified will be of the center flow type. The flow enters the inside of the continuous belt and exits through both sides and the bottom of the belt.
3. The screen shall have undergone performance testing by an industry recognized, independent testing facility. The results of this testing shall verify a Screening Capture Ratio of at least 84% for solids equal to or larger than the screen grid opening listed in System Performance below.
4. The screen will be installed into the channel as shown on the contract drawings to accommodate the flow pattern through the screen belt.
5. The solids will collect as a mat on the inside of the continuous belt. The belt will intermittently rotate and elevate the solids to the discharge point. Larger objects will be picked up by a series of hooks and/or trays placed at regular intervals.
6. The solids will be removed at the top of the screen by two spray bar headers positioned on the outside of the belt. The screenings will drop into an internal hopper and be fed to the screening handling system.
7. The continuous belt will be directly driven by drive sprockets that shall support and rotate the grid assembly.
8. The screen will be totally enclosed and have access covers that will be lightweight and easily removable for maintenance.
9. The Washing Compactor will be integral to the head space of the screen. Washing compactors that are not mounted inside of the screen shall not be allowed.
10. The Washing Compactor will be adequately sized to handle all the screenings and wash water that will be generated by the screen at peak flow. The system will be required to wash the screenings to reduce the organic content and compact the remaining solids into a dry plug.

11. The Washing Compactor will generally comprise of a screw auger rotating within the washing and drainage trough, a wash water system, a compaction zone and an outlet chute arrangement.
 12. All stainless steel (including frame, grid and drive components) mentioned below as stainless steel shall be T316 stainless steel. All hardware shall be T316 stainless steel.
- B. System Performance – The fine screening system will be designed to meet the following design parameters:
1. Number of screens 2
 2. Peak flow per screen 12.0 MGD
 3. Velocity through the grid 2.8 ft/s
 4. Screen grid opening 3 mm
 5. Head loss at peak flow 7.3 inches @ 65% blinding and 54 inches upstream water level
 6. Structural design differential of frame/grid 48 inches minimum @ 100% blinding
 7. Drive design differential (operating) 48 inches minimum
 8. Screen grid supporting drive sprockets 3 minimum – all stainless steel
 9. Channel width 48 inches
 10. Channel height 72 inches
 11. Number of Washing Compactors 2
 12. Diameter of screw 8 inches
 13. Minimum diameter of shaft 2.75 inches
 14. System wash water requirements 92GPM @ 60 PSI (Per Screen/Compactor)

Part 2 PRODUCTS

2.1 MANUFACTURER

- A. The equipment shall be the Center Flow Screen and Washing Compactor as provided by Hydro-Dyne Engineering, Inc., Clearwater, FL. Other than the named supplier, all manufacturers proposing equipment described herein, will provide a detailed submittal package, which will consist, at a minimum, of all information and details prescribed in section 1.3, 1.4, and Part 2 of this specification. All pre-qualification submittals will be submitted to the Engineer at least 15 days prior to the bid date.
- B. If submitted equipment requires arrangement differing from that specified, prepare and submit for review complete structural, mechanical, and electrical drawings and equipment lists showing all necessary changes and embodying all special features of equipment proposed. Any changes are at no additional compensation and the Manufacturer will be responsible for all engineering costs of redesign by the Engineer, if necessary.

2.2 THE CENTER FLOW SCREEN

- A. Perforated Plate - The Continuous Screening Belt
 1. The screenings belt will consist of panels manufactured from 3/8" thick UHMWPE with perforations of the specified opening.

2. The perforated panels will be supported by 12 gauge stainless steel vertical mounted lifting hooks horizontally spaced a maximum of 3 inches apart preventing deflection. The lifting hooks shall support the screening grid and bear tension loads across the entire length and width of the screen belt. Grids that do not have stainless steel vertical mounted lifting hooks horizontally spaced a maximum of 3 inches apart across the grid will not be acceptable.
3. The hooks on elements shall form horizontal lifting trays or shelves for removing large solids and rags every 8 inches around the entire screen grid.
4. The perforated panels will be connected by heavy duty stainless steel axles every 8 inches to form a continuous belt that will rotate within the frame's guide system. The axle design will allow the plates to pivot and create a seal between the perforated panels to prevent the passage of solids.
5. The axles will include Delrin spacers that will maintain the 3 inch space between the vertical support elements. Delrin spacers will also form a seal between each perforated panel with clearance not to exceed 0.5mm.
6. The axles will be extended to fix a UHMWPE guide link to the side of each perforated plate. These guides will interlock to create a continuous guide link system that will slide within the frame.
7. Guide links shall be precision machined from solid virgin UHMWPE. Injection molded links are not acceptable.
8. The heavy duty guide links will be minimum 2 inches thick to protect against undue wear from grit and will be specially machined to form a closure seal between the rotating belt and the static frame.
9. The seal shall be continuous from grade level through the water flow forming an uninterrupted closure between the traveling screen grid and the stationary frame. The seal shall be heavy gauge stainless steel, fixed to the screen frame and be adjustable so it will remain in contact with the rotating screen belt at all times.
10. Screen designs that have gaps and/ or tolerances greater than 0.5mm between the screens grid plates and between the sides of the grid and screen frame, including the chain, are not acceptable.
11. Screen's sealing materials are to consist of solid, non-flexible materials that will maintain the 0.5mm tolerance for the lifecycle of the screen.
12. Screen designs whose sealing materials will not last the lifecycle of the screen and require replacement by the owner/ operators, are not acceptable.
13. Guide systems that use rollers, stainless or hardened steel chains will not be acceptable.

14. Grid panel sealing systems that require the use of replaceable neoprene seals or stainless steel hinges will not be acceptable.
15. Grid to frame sealing systems that require the use of replaceable adjustable UHMWPE strips attached to the frame will not be acceptable.

B. The Frame

1. The continuous belt will rotate within a heavy duty stainless steel static support frame that shall be a rectangular box construction.
2. The guide link system will travel around a stainless steel guide wear track that is integral to the support frame. Top and bottom wear tracks shall be bolt in and field replaceable.
3. There shall be a removable inspection panel located directly beneath the drive allowing easy access to the grid drive sprockets, drive shaft and screenings collection hopper.
4. The design will ensure that the support frame meshes with the closure seal on each guide link to prevent passage of screening material and grit particles.
5. All components of the lower wear tracks shall be bolt in, field replaceable and manufactured from stainless steel.
6. The frame shall accommodate stainless steel protective covers designed to prevent leakage and contain spray wash. All access covers for maintenance will be lightweight and easily removable. Screens with covers requiring neoprene, rubber or plastic seals are not acceptable.
7. The screen manufacturer will supply the stainless steel angled filler plates to connect from the upstream corners of the support frame to the channel walls.
8. The back-plate of the screen shall be furnished with a bypass gate that will allow manual removal for complete flow bypass.

C. The Offloading of Screenings

1. Two stainless steel spray wash headers will be located in the head space of the screen to offload the screenings from the continuous belt.
2. The spray bar will incorporate stainless steel nozzles at 2 inch spaces that can easily be replaced or removed for cleaning.
3. The spray bars will be positioned behind the rotating belt and will backwash the solids into an internal hopper manufactured from stainless steel. The wash water will be used to continuously flush the screenings from the internal hopper directly into the Washing Compactor.
4. The addition of a rotating or static brush system to aid offloading will not be acceptable.

D. Screen Drive Mechanism

1. Each screen will have a maximum 1 hp, inverter duty electric motor suitable for a 460/3/60 supply and rated for a Class 1 Div. 2 environment. As a minimum, the motor will be TEFC with an IP55 enclosure rating and will conform to NEMA MG-1 requirements. The motor will be located outside of the screen covers and above the top of the channel.
2. The gear reducer shall be directly coupled to a heavy duty shaft machined from solid stainless steel round bar.
3. The drive shaft shall be supported on both ends by grease filled roller bearings. Separate grease-filled self-contained cartridge seals shall be mounted on drive shaft between bearings and frame to eliminate spray wash from entering bearings or gear reducer.
4. The continuous belt will be supported and rotated around heavy duty stainless steel sprockets located on the drive shaft in the head space of the screen.
5. These sprockets will have removable bolted-on lugs that transmit torque directly from the gear reducer to notches on the underside of the UHMWPE guide links. The drive shall be sized so that a minimum of four lugs are engaging guidelinks at all times. Driving forces shall be transmitted to areas located behind the screen's grid to prevent solids from contacting drive surfaces.
6. Chain driven systems or screens with wheels submerged in the wastewater are not acceptable.
7. Drive systems that use an external track and pinion to drive or push the band against grid weight supporting wear tracks will not be acceptable. Drive shall lift, and be capable of bearing, the full weight of the grid.

2.3 THE WASHING COMPACTOR WITH ENHANCED WASHING AND DEWATERING

- A. The main body will be the washing trough that will receive screenings and wash water directly from the discharge point of the screen.
- B. The washing trough will house the screw auger and provide a dedicated section to reduce organic content.
- C. The stainless steel drainage section will be slots with 3mm openings and be adjustable to maintain auger alignment. This drainage section shall be removable and easily replaceable in the field with no special tools. The flights of the screw may be fitted with a stiff nylon brush that will maintain contact with the drainage section, preventing blockages. The replaceable brushes will be supplied in pre-coiled lengths with stainless steel removable clamps.

- D. The AR400 hardened steel screw auger will sit in the washing trough. Washing compactors with shaftless screws are not acceptable as a shaft is required to support the flight and provide necessary torque and compaction. Screw auger will be primer coated to inhibit corrosion. Screw augers not made out of AR-400 hardened steel will not be acceptable.
- E. The auger will be a varied pitch screw aligned at the compaction end by AR400 hardened steel wear and anti-rotation bars designed to prevent the compacted screening from spinning within the compaction zone.
- F. The screw will rotate allowing wash water and free organic/fecal material finer than trough openings to escape and return to the plant flow. The wash water will flush the separated organic material through the drainage section in solution or as small particles.
- G. Washing of screenings shall be achieved through an enhanced washing module consisting of the following minimum requirements manufactured out of stainless steel:
1. Variable pitch flight for separate screening transport through the wash, dewatering and compaction zones.
 2. Washing Module Zone
 - a. Flanged connections and a stainless steel orifice plate or nozzle
 - b. Hardened steel wear and anti-rotation bars
 - c. Separately controlled high pressure washing to shear and break-up organic and fecal material for return to the channel.
 - d. Cleansing cycles moving the auger in forward and reverse direction are controlled through the main control panel and operator adjustable up to 9 cycles
 3. Dewatering and Compaction Zone
 - a. Stainless steel header feeding an external rinse shower
 - b. Hardened steel wear and anti-rotation bars
 - c. Full circumference perforations for dewatering and extrusion of organics and fecal material.
 - d. Attached drainage catch pan with a separate wash water supply to purge the area of accumulated solids
 - e. Removable covers for inspection access
- H. Washing compactors that do not have a separate washing and rinse/dewatering zones will not be accepted.
- I. The compacted screenings will be pushed through the compaction zone and pass through an elbow into an outlet chute. The outlet chute will provide for screening expansion and will elevate the dewatered screenings to discharge by gravity into a waste receptacle (by others).
- J. Each Washing Compactor will have a minimum 3 hp, inverter duty electric motor suitable for a 460/3/60 supply and rated for a Class 1 Div. 2 environment. As a minimum, the motor will be TEFC with an IP55 enclosure rating and will conform to NEMA MG-1 requirements.

2.4 SPARE PARTS - The manufacturer will supply the following spare parts, per screen supplied, with the equipment:

- A. Ten (10) hook links and elements spacers
- B. Two (2) grid axles
- C. Two (2) guide links
- D. Two (2) screen panels
- E. One (1) center support link
- F. One (1) brush for the screw
- G. One (1) set stainless steel nozzles

2.5 ACCESSORIES - The manufacturer will supply the following accessories, with the equipment:

- A. Two (2) 3/4" NEMA 4X brass solenoid valves
- B. Two (2) 2.0" wash water strainer
- C. Two (2) wash water pressure gauge
- D. One (1) Duplex booster pump skid
 - a. Each pump sized for 110GPM at a 60 PSI pressure boost
 - b. No interconnecting piping, valves or ancillary components
- E. Two (2) Underflow weir

2.6 ELECTRICAL CONTROLS AND ANCILLARY COMPONENTS

A. General Information - The manufacturer will supply two UL listed main control panel and four local control station that shall automatically control the equipment offered in this section.

B. The Main Control Panel – NEMA 4X stainless steel enclosure for outdoor installation – Each control panel shall consist of the following components for each screening system:

- 1 Enclosure, wall-mount with flooring kit, 3-point latch NEMA 4X, 304SS with sunshade
- 1 Main disconnect breaker with operating handle
- 1 Surge suppressor, 460 VAC
- 1 Surge suppressor, 120 VAC
- 1 Control power transformer
- 1 ABB, ACS580 series VFD, 1 HP, 460VAC, with fuse protection (SCREEN DRIVE)
- 1 NEMA size 0, reversing starter, 460VAC, with circuit breaker protection (COMPACTOR)
- 1 NEMA size 0, starter, 460VAC, with circuit breaker protection (BOOSTER PUMP)
- 1 Smart programmable relay with I/O as required
- 1 Unmanaged ethernet Switch
- 3 Elapsed time meter
- 3 Timer relay
- 1 IS relay
- 1 Ground bar
- 1 Panel heater
- 1 Cooling fan
- 1 Fiber Patch

LOT of pilot lights as required
LOT of control relays, terminal blocks, fuse blocks, wire duct, supplementary circuit protection, UL label as required.

C. I/O to SCADA

1. Screen Running
2. Screen E-Stop
3. Screen Failure
4. Upstream water level
5. Downstream water level
6. Screen Run Command
7. Compactor Running
8. Compactor Failure
9. High Level

D. Ancillary Control Components -

1. Float switch
2. Ultrasonic differential level system consisting of the following per screen:
 - a. Two (2) VEGA NEMA 4X/7 transducers
 - b. One (1) Enclosure 4X, Fiberglass, wall mount, with viewing window
 - c. One (1) VEGA MET 141 controller with display
3. Local Control Station – NEMA 7 – Two for screen and compactor – two for booster pump skid - Each local station panel shall consist of the following components:
 - a. NEMA 7 enclosure
 - b. Hand/Off/Auto switch for each motor
 - c. Forward/Off/Reverse switch for compactor motor
 - d. Emergency stop

Part 3 SURFACE PREPARATION AND PAINTING

- A. The majority of stainless steel materials, flanges and piping shall be pickled by means of a four tank system that is in accordance with ASTMs A380. This process is for quality control, removal of heat affected discoloration, surface treatment for corrosive environments and to provide a uniform finish to the stainless steel surfaces. Stainless steel components must be fully submerged in the tanks for complete coverage. Electro-chemical wanding is acceptable on weld finishes that cannot be submerged due to size. Sandblasting, pickling pastes and abrasive cleaners will not be accepted as forms of metal finishing. The drive and grid components do not require pickling.

Tank 1 – Detergent bath for the removal of soils, greases, oils and dirt

Tank 2 – Rinsing process to remove detergent and residual soils

Tank 3 – Two part acid solution for the removal of tightly adhere oxide films

Tank 4 – Final rinse process to remove all residual acid

The four-tank pickling process must be conducted in-house at the manufacturer's own ISO 9001 certified manufacturing facility. Any screening equipment providers who are unable to perform this process in-house are not acceptable.

- B. All ferrous surfaces (except stainless steel) shall be coated with a pre-primer, primer, and an exterior top coating, or fusion bonded polyester coating suitable for humid/wet environments for superior corrosion protection.
- C. Motor(s) and gearbox(s) shall be surface prepared to withstand humid/wet environments for superior corrosion protection.

Part 4 EXECUTION

4.1 WARRANTY - The Manufacturer of the equipment supplied under this specification shall provide a warranty for a period of twelve months commencing on acceptance and/or beneficial occupancy by the Owner but no later than 90 days from the date of shipment by the Manufacturer. The Manufacturer shall guarantee that the equipment furnished is suitable for the purpose intended and free from defects in design, materials and workmanship. In the event that the equipment fails to perform as specified the Manufacturer shall, at his option, promptly repair, modify or replace the defective equipment.

4.2 FACTORY TESTING

- A. The screening system and all components shall be factory assembled and tested for a minimum of 24 hours prior to shipment. The equipment shall be shipped fully assembled and shall be capable of being set in place and field erected by the Contractor with minimal field assembly.
- B. During the factory test period the screening system shall be adjusted as required assuring proper operation on completion of the field installation. The Manufacturer shall supply a certification of the completion of the factory testing of the assembled screening system and appurtenances and shall certify as to the equipment being in satisfactory operating condition at time of shipment. The Engineer and/or Owner may, at their own option and expense, witness the factory test.

4.3 DELIVERY AND STORAGE

- A. The screening system shall be appropriately crated and delivered to protect against damage during shipment.
- B. An authorized representative of the Contractor shall inspect the screens on delivery to the jobsite and shall report any damage or missing components to the Manufacturer and the Engineer within 72 hours of receipt of the shipment.

4.4 INSTALLATION - The installation of the equipment shall be as indicated on the drawings and in strict accordance with the Manufacturer's instructions and recommendations.

4.5 FIELD TESTS, ADJUSTMENTS AND COMMISSIONING

- A. The equipment shall be shipped completely factory assembled. Contractor shall verify all access dimensions, channel dimensions, and any interior building dimensions to ensure equipment may be installed as a factory assembled units.

- B. After completion of the installation, the equipment shall be inspected and certified by an authorized representative of the Manufacturer as being in compliance with the Manufacturer's recommendations and requirements. At such time as the Manufacturer has deemed the installation to be acceptable, the Manufacturer's authorized service representative shall make any required adjustments and shall start the equipment to assure proper operation.
- C. The Manufacturer's authorized representative shall provide instruction to the plant personnel as to the operation and maintenance of the equipment including commissioning, shut down, on-line operations, lubrication and preventative maintenance.
- D. Manufacturer shall state field service rates for a Service Engineer to Owner and Contractor. In the event that the field service time required by this section should not be sufficient to properly place the equipment into operation, and the requirement for additional time is beyond the manufacturer's responsibility, additional time shall be purchased by Contractor to correct deficiencies in installation, equipment, or material without additional cost to Owner.
- E. The Contractor shall include in his bid, the cost of the above referenced authorized service representative for a minimum of two (2) trips totaling four (4) eight hour days onsite to complete the certifications and training described in this specification section.

End of Section

Great White Center Flow Screen Equipment Sizing

HYDRODYNE
ENGINEERING

Project: Port Orange, FL
Date: 4/19/2024

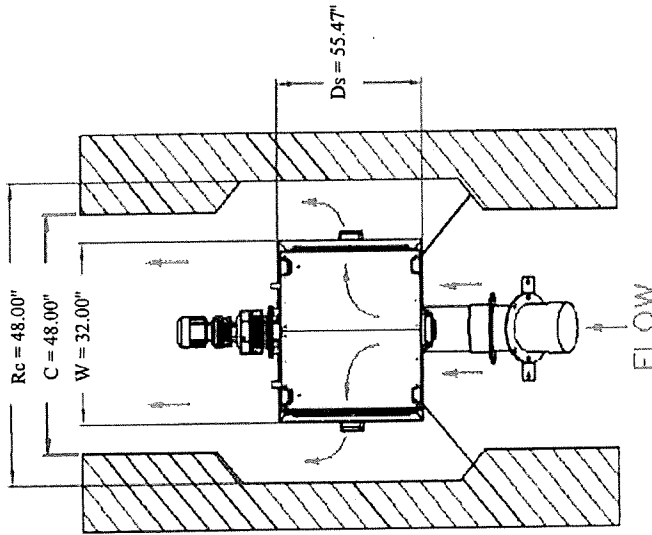
Rep: TSC - Jacobs - North

By: STM Checked: JMB

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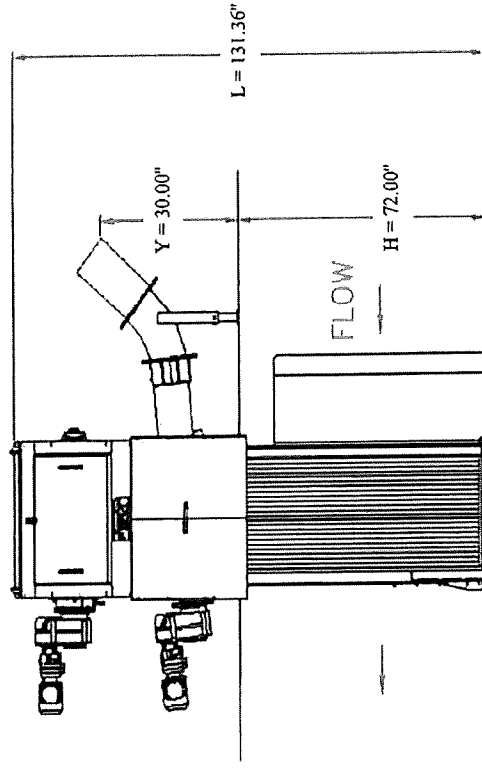
Model # CF 32 - 55 - 131 - 3 - P

Channel Dimensions:		
	English Units	SI Units
C	48.00 in	1219 mm
H	72.00 in	1829 mm
Re	48.00 in	1219 mm
Rd	0.00 in	0 mm
TC	0.00 in	0 mm



Equipment Dimensions:		
	English Units	SI Units
L	131.36 in	3337 mm
W	32.00 in	813 mm
Ds	55.47 in	1409 mm
Y	30.00 in	762 mm

Screen Grid Parameters:		
S	Grid Opening Spacing	3mm Perf UHMWPE
Obs	Percent of Screen Obstructed	65 %
O _{A-eff}	Effective Percent of Grid Opening	20.01 %
	Hook Link	12 ga
	Straight Link	12 ga



NOTE: * Effective Percent of Grid Opening = Percent of Grid Opening at 3mm Opening x (1 - Proposed 65% of Screen Obstructed).

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Great White Center Flow Screen Hydraulic Performance

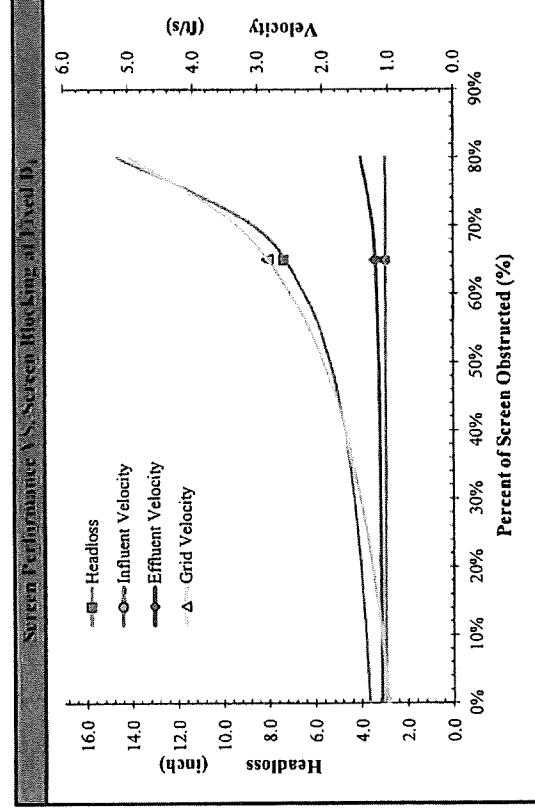
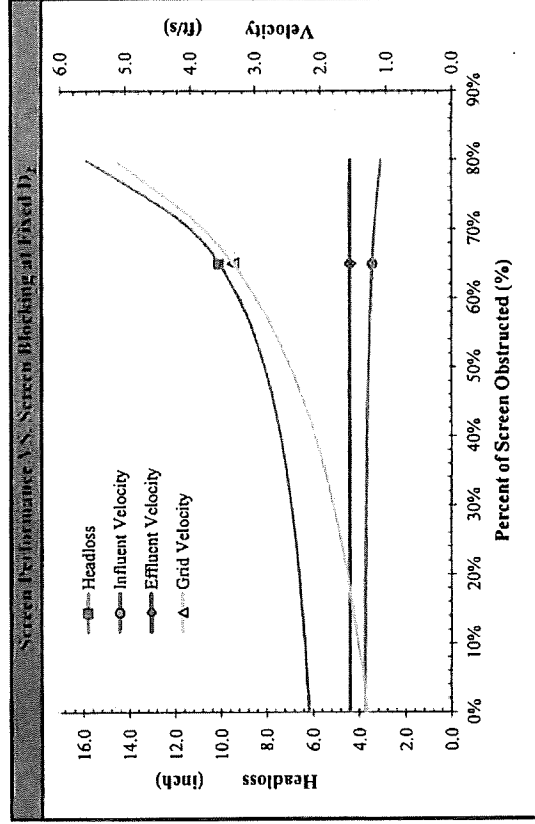


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 Date: 4/19/2024
 Rep: TSC - Jacobs - North
 By: STM
 Checked: JMB
 Tel: 813-818-0777 Fax: 813-818-0770

Model # CF 32-55-131-3-P

Fixed D ₁ Condition at 65% Obs	English Units	SI Units
Q	Flow Rate 12.00 MGD 8333 gpm 46.09 in	526 L/s 1171 mm
D ₁	Upstream Water Depth 36.00 in	914 mm
D ₂	Downstream Water Depth 10.09 in	256 mm
ΔH	Total Headloss 25.91 in	658 mm
F	Freeboard 1.21 ft/s	0.37 m/s
V ₁	Influent Channel Velocity 3.33 ft/s	1.01 m/s
V _T	Throat Velocity of Screen 3.34 ft/s	1.02 m/s
V _G	Velocity Through Grid 3.58 ft/s	1.09 m/s
V _{Re}	Recess Zone Velocity 1.55 ft/s	0.47 m/s
V ₂	Effluent Channel Velocity	

Fixed D ₂ Condition at 65% Obs	English Units	SI Units
Q	Flow Rate 12.00 MGD 8333 gpm 54.00 in	526 L/s 1372 mm
D ₁	Upstream Water Depth 46.68 in	1186 mm
D ₂	Downstream Water Depth 7.32 in	186 mm
ΔH	Total Headloss 18.00 in	457 mm
F	Freeboard 1.03 ft/s	0.31 m/s
V ₁	Influent Channel Velocity 2.76 ft/s	0.84 m/s
V _T	Throat Velocity of Screen 2.84 ft/s	0.87 m/s
V _G	Velocity Through Grid 2.85 ft/s	0.87 m/s
V _{Re}	Recess Zone Velocity 1.19 ft/s	0.36 m/s
V ₂	Effluent Channel Velocity	



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Great White Center Flow Screen Hydraulic Performance



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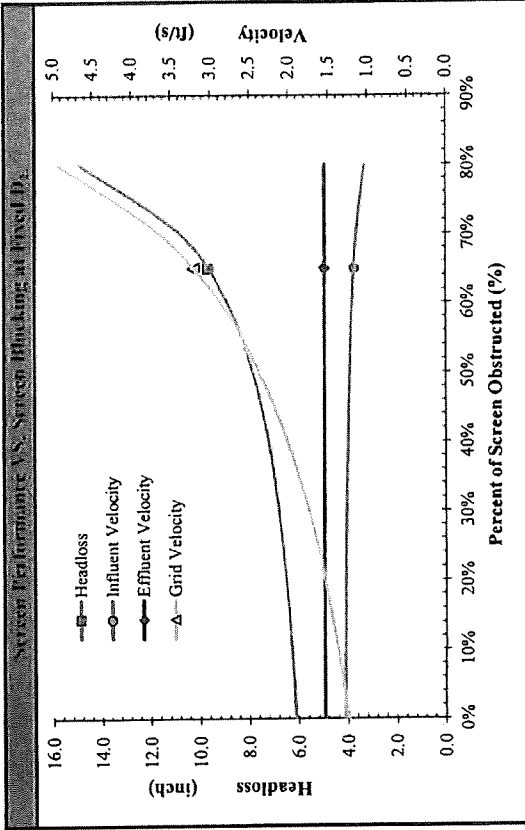
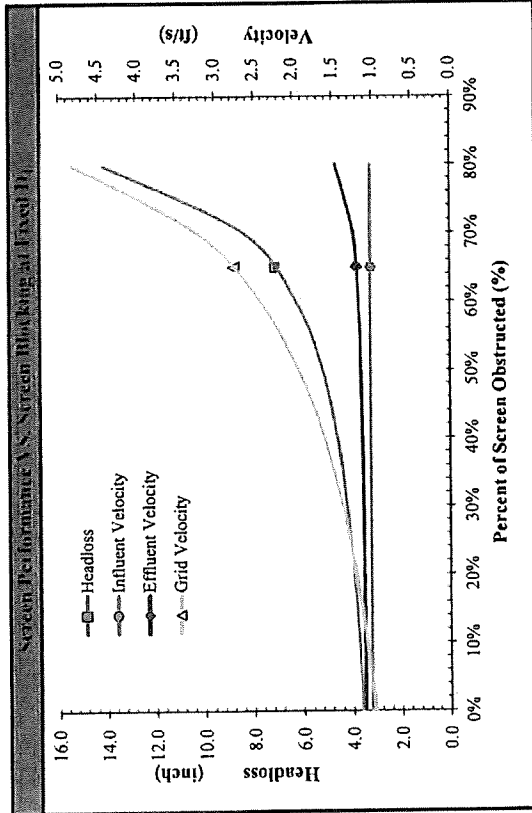
By: STM Checked: JMB

Tel: 813-818-0777 Fax: 813-818-0770

Model# CF 32 - 55 - 131 - 3 - P

Fixed Design Condition @ 65% Obs	English Units	SI Units
Q Flow Rate	10.00 MGD 6944 gpm	438 L/s 37854 m ³ /d
D ₁ Upstream Water Depth	46.00 in	1168 mm
D ₂ Downstream Water Depth	38.89 in	988 mm
ΔH Total Headloss	7.11 in	181 mm
F Freeboard	26.00 in	660 mm
V _I Influent Channel Velocity	1.01 ft/s	0.31 m/s
V _T Throat Velocity of Screen	2.78 ft/s	0.85 m/s
V _G Velocity Through Grid	2.76 ft/s	0.84 m/s
V _{Re} Recess Zone Velocity	2.83 ft/s	0.86 m/s
V ₂ Effluent Channel Velocity	1.19 ft/s	0.36 m/s

Fixed Design Condition @ 65% Obs	English Units	SI Units
Q Flow Rate	10.00 MGD 6944 gpm	438 L/s 37854 m ³ /d
D ₁ Upstream Water Depth	39.67 in	1008 mm
D ₂ Downstream Water Depth	30.00 in	762 mm
ΔH Total Headloss	9.67 in	246 mm
F Freeboard	32.33 in	821 mm
V _I Influent Channel Velocity	1.17 ft/s	0.36 m/s
V _T Throat Velocity of Screen	3.32 ft/s	1.01 m/s
V _G Velocity Through Grid	3.21 ft/s	0.98 m/s
V _{Re} Recess Zone Velocity	3.54 ft/s	1.08 m/s
V ₂ Effluent Channel Velocity	1.55 ft/s	0.47 m/s



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Great White Center Flow Screen Hydraulic Performance

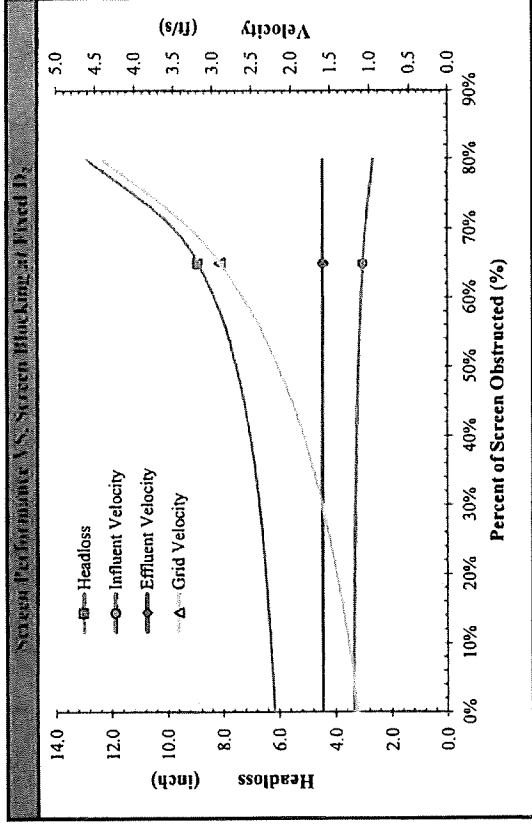
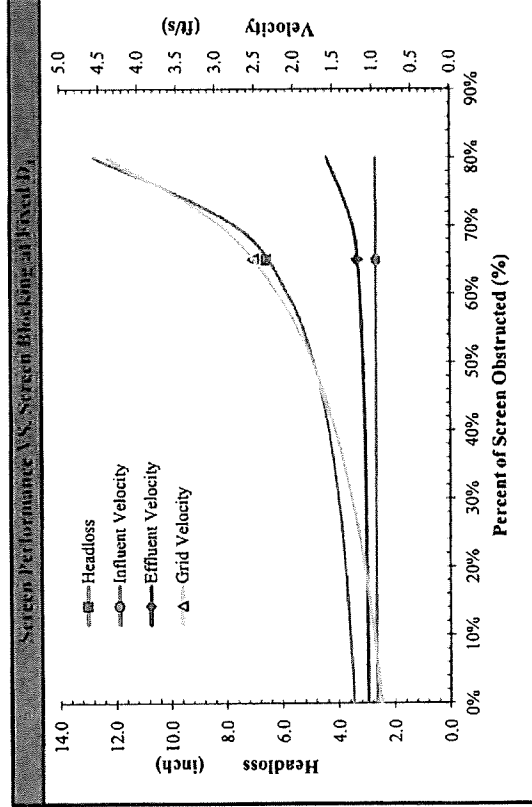


Project: Port Orange, FL
 Date: 4/19/2024
 Rep: TSC - Jacobs - North
 By: STM Checked: JMB
 Tel: 813-818-0777 Fax: 813-818-0770

Model # CF 32 - 55 - 131 - 3 - P

Fixed D ₁ Configuration (65% Obs)	English Units	SI Units
Q	6.50 MGD 4514 gpm	285 L/s 24605 m ³ /d
D ₁	32.00 in	813 mm
D ₂	25.47 in	647 mm
ΔH	6.53 in	166 mm
F	40.00 in	1016 mm
V _I	0.94 ft/s	0.29 m/s
V _T	2.82 ft/s	0.86 m/s
V _G	2.51 ft/s	0.77 m/s
V _{Re}	2.77 ft/s	0.84 m/s
V ₂	1.18 ft/s	0.36 m/s

Fixed D ₂ Configuration (65% Obs)	English Units	SI Units
Q	6.50 MGD 4514 gpm	285 L/s 24605 m ³ /d
D ₁	27.92 in	709 mm
D ₂	19.00 in	483 mm
ΔH	8.92 in	227 mm
F	44.08 in	1120 mm
V _I	1.08 ft/s	0.33 m/s
V _T	3.37 ft/s	1.03 m/s
V _G	2.90 ft/s	0.88 m/s
V _{Re}	3.50 ft/s	1.07 m/s
V ₂	1.59 ft/s	0.48 m/s



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Great White Center Flow Screen Hydraulic Performance



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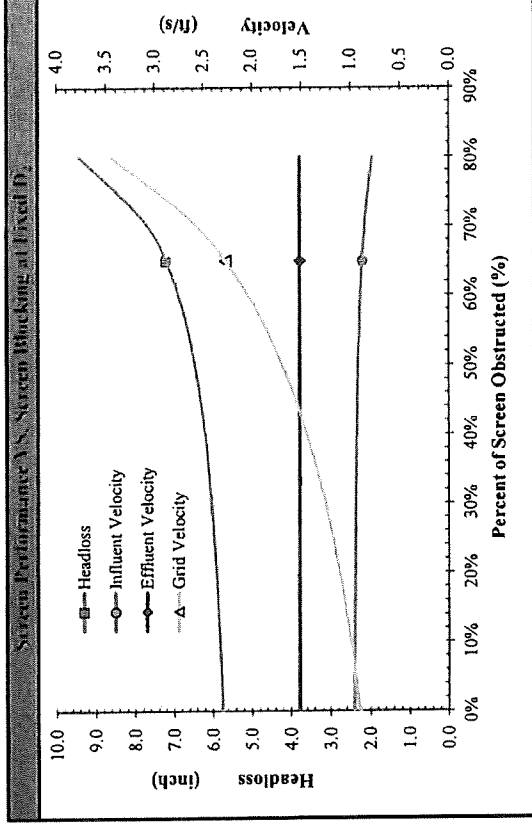
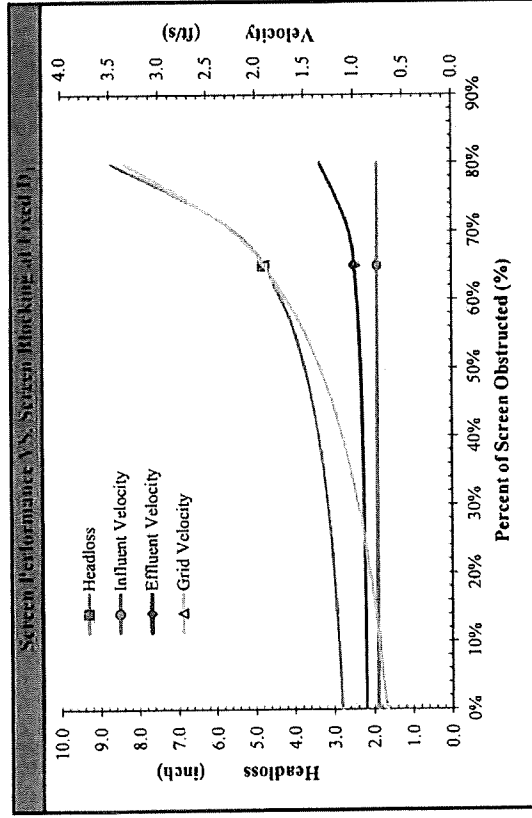
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Tel: 813-818-0777 Fax: 813-818-0770

Model# CF 32 - 55 - 131 - 3 - P

Fixed P, Condition in 65% Obs	English Units	SI Units
Q	Flow Rate 3.25 MGD 2257 gpm	142 L/s 12303 m ³ /d
D ₁	Upstream Water Depth 20.00 in	508 mm
D ₂	Downstream Water Depth 15.21 in	386 mm
ΔH	Total Headloss 4.79 in	122 mm
F	Freeboard 52.00 in	1321 mm
V ₁	Influent Channel Velocity 0.75 ft/s	0.23 m/s
V _T	Throat Velocity of Screen 2.72 ft/s	0.83 m/s
V _G	Velocity Through Grid 1.91 ft/s	0.58 m/s
V _{Re}	Recess Zone Velocity 2.30 ft/s	0.70 m/s
V ₂	Effluent Channel Velocity 0.99 ft/s	0.30 m/s

Fixed P, Condition in 65% Obs	English Units	SI Units
Q	Flow Rate 3.25 MGD 2257 gpm	142 L/s 12303 m ³ /d
D ₁	Upstream Water Depth 17.20 in	437 mm
D ₂	Downstream Water Depth 10.00 in	254 mm
ΔH	Total Headloss 7.20 in	183 mm
F	Freeboard 54.80 in	1392 mm
V ₁	Influent Channel Velocity 0.88 ft/s	0.27 m/s
V _T	Throat Velocity of Screen 3.48 ft/s	1.06 m/s
V _G	Velocity Through Grid 2.27 ft/s	0.69 m/s
V _{Re}	Recess Zone Velocity 3.15 ft/s	0.96 m/s
V ₂	Effluent Channel Velocity 1.51 ft/s	0.46 m/s



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Great White Center Flow Screen Hydraulic Performance



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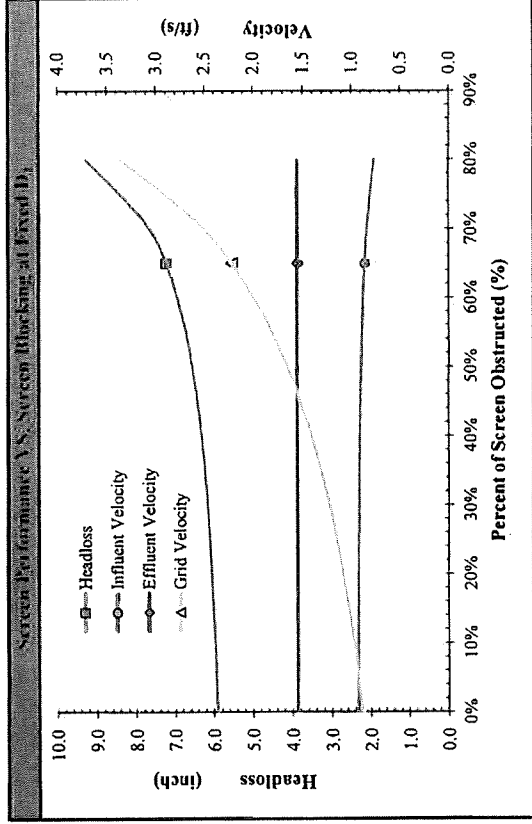
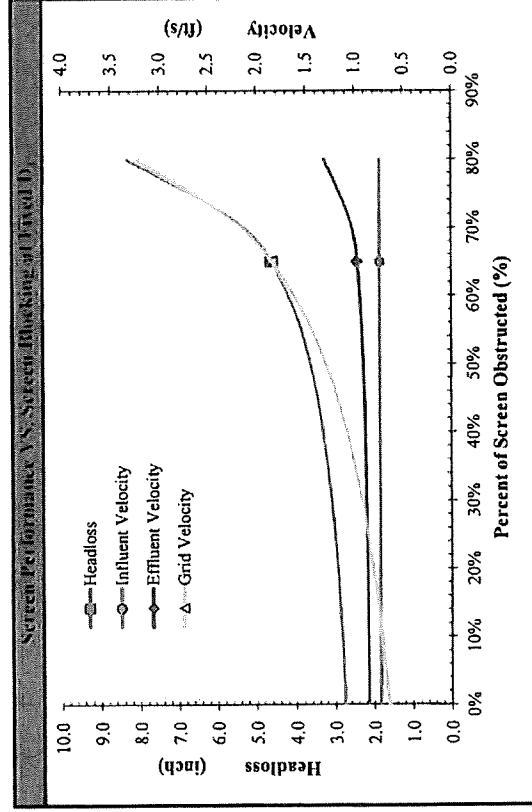
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Model # CF 32 - 55 - 131 - 3 - P

Fixed D ₁ Condition at 65% Obs		English Units	SI Units
Q	Flow Rate	3.00 MGD 2083 gpm	131 L/s 1136 m ³ /d
D ₁	Upstream Water Depth	19.00 in	483 mm
D ₂	Downstream Water Depth	14.37 in	365 mm
ΔH	Total Headloss	4.63 in	118 mm
F	Freeboard	53.00 in	1346 mm
V _I	Influent Channel Velocity	0.73 ft/s	0.22 m/s
V _T	Throat Velocity of Screen	2.72 ft/s	0.83 m/s
V _G	Velocity Through Grid	1.84 ft/s	0.56 m/s
V _{Re}	Recess Zone Velocity	2.24 ft/s	0.68 m/s
V ₂	Effluent Channel Velocity	0.97 ft/s	0.30 m/s

Fixed D ₂ Condition at 65% Obs		English Units	SI Units
Q	Flow Rate	3.00 MGD 2083 gpm	131 L/s 1136 m ³ /d
D ₁	Upstream Water Depth	16.23 in	412 mm
D ₂	Downstream Water Depth	9.00 in	229 mm
ΔH	Total Headloss	7.23 in	184 mm
F	Freeboard	55.77 in	1417 mm
V _I	Influent Channel Velocity	0.86 ft/s	0.26 m/s
V _T	Throat Velocity of Screen	3.55 ft/s	1.08 m/s
V _G	Velocity Through Grid	2.22 ft/s	0.68 m/s
V _{Re}	Recess Zone Velocity	3.17 ft/s	0.97 m/s
V ₂	Effluent Channel Velocity	1.55 ft/s	0.47 m/s



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Great White Center Flow Screen Hydraulic Performance



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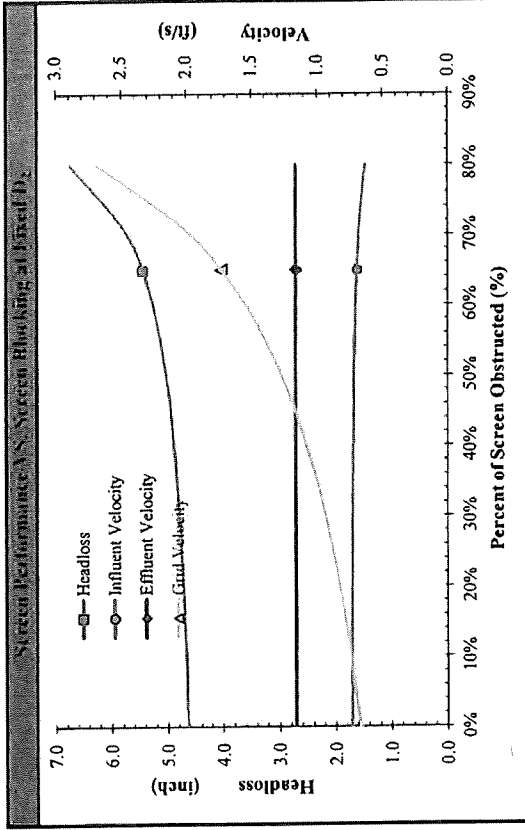
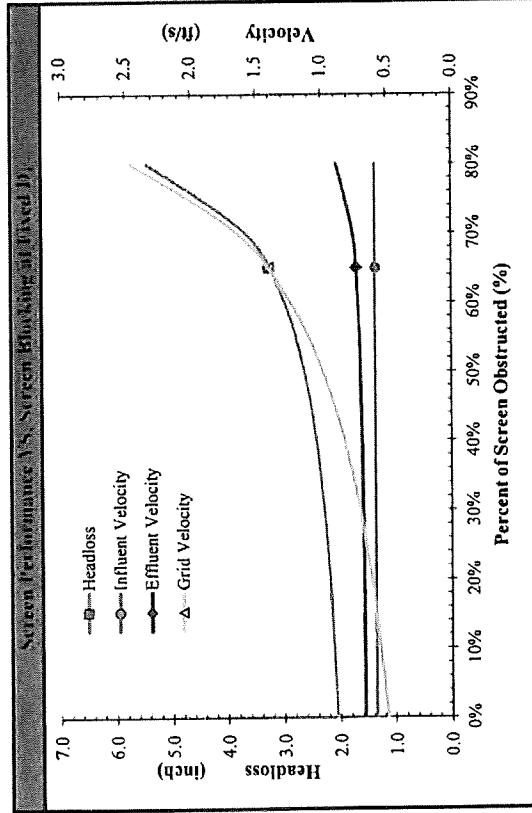
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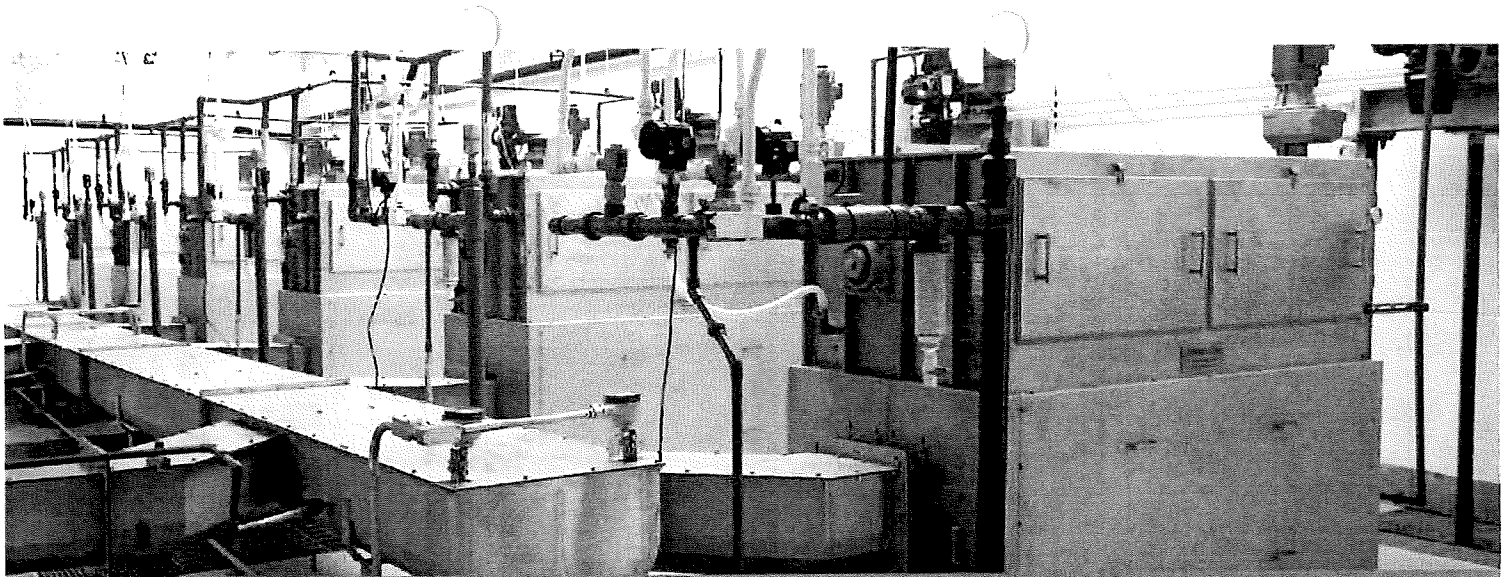
Model # CF 32 - 55 - 131 - 3 - P

Fixed by Condition at 65% Obs.		English Units	SI Units
Q	Flow Rate	2.00 MGD	1389 gpm
D ₁	Upstream Water Depth	16.00 in	406 mm
D ₂	Downstream Water Depth	12.74 in	324 mm
ΔH	Total Headloss	3.26 in	83 mm
F	Freeboard	56.00 in	1422 mm
V _I	Influent Channel Velocity	0.58 ft/s	0.18 m/s
V _T	Throat Velocity of Screen	2.43 ft/s	0.74 m/s
V _G	Velocity Through Grid	1.40 ft/s	0.43 m/s
V _{Re}	Recess Zone Velocity	1.72 ft/s	0.52 m/s
V ₂	Effluent Channel Velocity	0.73 ft/s	0.22 m/s

Fixed by Condition at 65% Obs.		English Units	SI Units
Q	Flow Rate	2.00 MGD	1389 gpm
D ₁	Upstream Water Depth	13.44 in	341 mm
D ₂	Downstream Water Depth	8.00 in	203 mm
ΔH	Total Headloss	5.44 in	138 mm
F	Freeboard	58.56 in	1487 mm
V _I	Influent Channel Velocity	0.69 ft/s	0.21 m/s
V _T	Throat Velocity of Screen	3.41 ft/s	1.04 m/s
V _G	Velocity Through Grid	1.73 ft/s	0.53 m/s
V _{Re}	Recess Zone Velocity	2.50 ft/s	0.76 m/s
V ₂	Effluent Channel Velocity	1.16 ft/s	0.35 m/s



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Great White Center/Dual Flow Screen

Highest Screenings Capture Ratio Available

- Independently certified¹ highest SCR water/wastewater screen
93.25% with 2mm opening
84% with 6mm opening
- Continuous band screen design eliminates bypass and carryover
- Excellent sensitive process and membrane protection
- Proprietary design features easily capture and offload screenings including rags and stringy material
- All T304 or T316 stainless steel fabrication

About the Great White Center/Dual Flow Screen

The Great White Shark is an apex predator that rules almost every body of water around the world. Like the Great White, our Center/Dual Flow Screen is designed and manufactured at the pinnacle of quality and dominates application environments.


The Great White Center/Dual Flow continuous band screen is designed to handle low-to-high flows and has been independently¹ certified to have the highest screenings capture ratio of all band screens on the market. Dual spray wash, patented grid design, proprietary sealing system and UHMWPE guide links make this an exceptional product for the filtering and offloading of water and wastewater screenings.



¹ UK Water Industry Research in National Screen Evaluation Facility Inlet Screen Evaluation Comparative Report (1999-2011)

To learn more visit: www.hydro-dyne.com
sales@hydro-dyne.com | +1 (813) 818-0777

Coarse Screens | Fine Screens | Screenings Handling | Grit Removal Equipment

Designed & Manufactured in the USA 
4750 118th Avenue North Clearwater, FL 33762

ISO 9001:2015 Certified

HYDRO-DYNE
ENGINEERING
Designed to Protect. Built to Perform.™

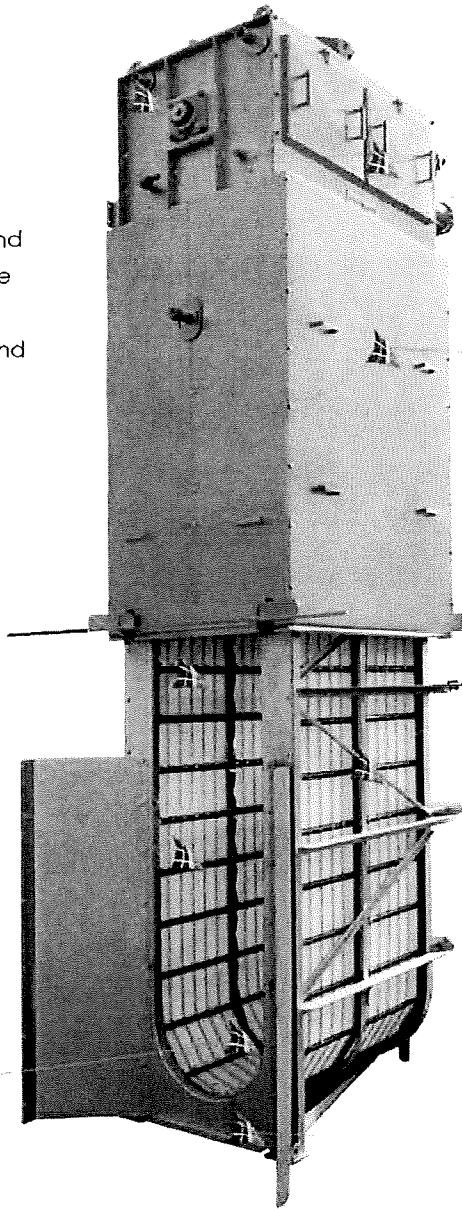
Dual spray wash unloading

Stainless steel links and supported panels are significantly stronger than plastic hooks and unsupported panels

Proprietary low friction UHMWPE guide links reduce maintenance and operations costs

Proprietary grid-to-frame and panel-to-panel sealing system held to <0.5mm tolerance for life

No submerged sprockets, bushings or bearings



All maintenance above channel

Fully enclosed above channel for safety, aesthetics and odor control

Heavy-duty reinforced structural supports for unlimited differential

Rear bypass gate eliminates need for additional channel

Replaceable lower track

At-a-glance

models

Center Flow (center entrance/side exit)
Dual Flow (side entrance/rear exit)

grid opening range

0.5-25mm

flow capacity

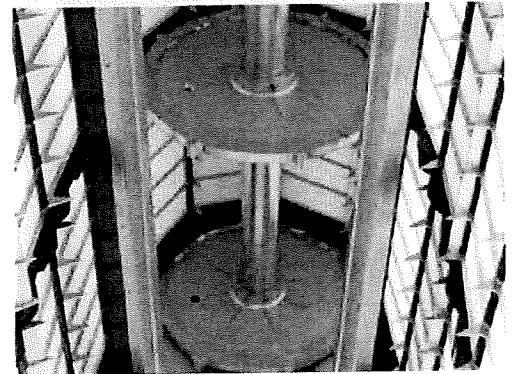
0.1mgd (5 L/s) to 125+mgd (5,500+ L/s)

grid types

Stainless steel laced link
Stainless steel wire mesh
Stainless steel perforated panel
UHMWPE perforated panel

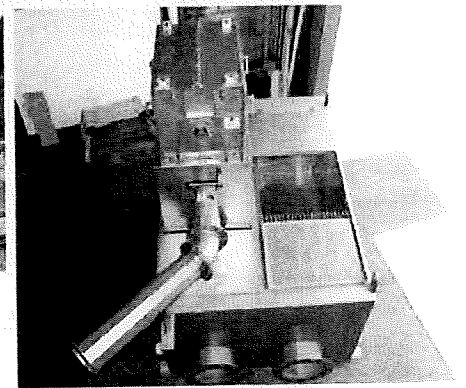
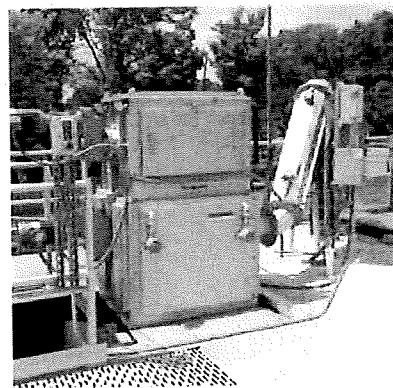
Patented Drive Features

- Grid does not contact drive or unloading mechanism
- Direct drive uses no chains or sprockets
- Fully supports grid for negligible wear
- Fractional hp requirements




Optional Equipment

- Specialty stainless steel construction
- Cold weather/freeze protection
- Basic to sophisticated automation controls
- Sectional construction for restricted area assembly
- Integrated screenings handling equipment
- Electric, hydraulic or explosion-proof drives



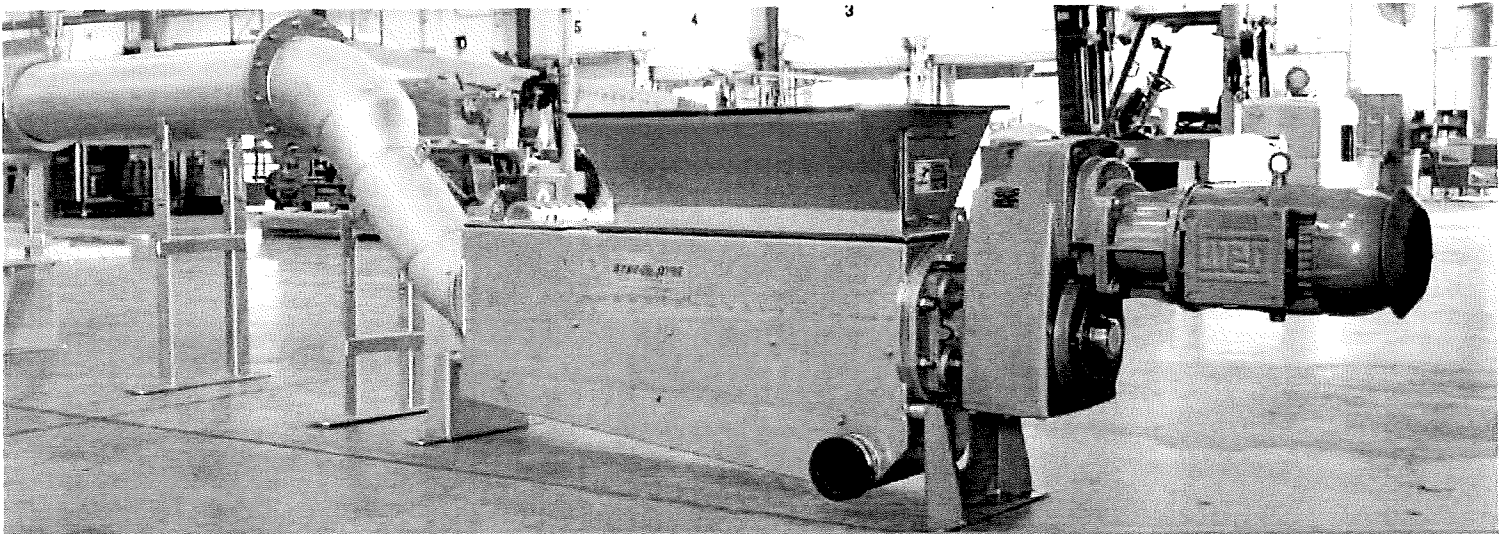
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Whitetip Shark Washing Compactors

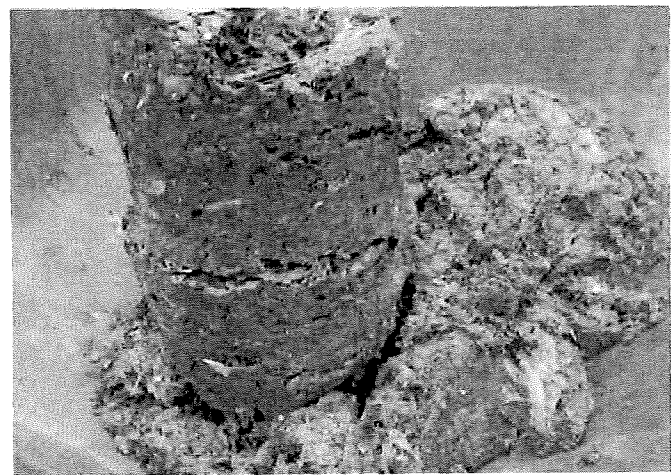
Robust, High Performing Design to Meet Your Application Needs

- Multiple models and options to suit individual applications
- Designed to collect, dewater, condition, compact and transport screenings from any screen, launder/slucice or conveyor to any waste disposal drop point
- Weight reduction up to 80%
- Screening volume reduction up to 85%
- Organic removal up to 95%
- Dewatered screenings dry solids content up to 40% (depending on material to be dewatered)
- Screenings meet strict landfill requirements (EPA 9095 Paint Filter Test)
- All T304 or T316 stainless steel fabrication
- Heavy duty AR400 Auger for long wear life and ability to crush large objects
- Standard screw diameters: 6", 8", 10", 12", 16" and 20"




Whitetip Shark Family of Washing Compactors

The Whitetip Shark is a fierce but slow-moving shark, notable for its long, rounded fins which feature an iconic white tip. Hydro-Dyne's family of Whitetip Shark Washing Compactors thoroughly wash and compact screenings to produce the clean, compact white screening plugs they are known for by efficiently returning organics to the channel. Every compactor is custom-designed for individual applications, taking into account the type of flow and solids collected. Multiple models are available to ensure organic material is returned to the treatment plant's process and inorganic materials are separated, cleaned and dewatered in the most effective and efficient way possible. Stainless steel construction with a hardened alloy auger provides an enduring solution to exceed performance and disposal requirements.



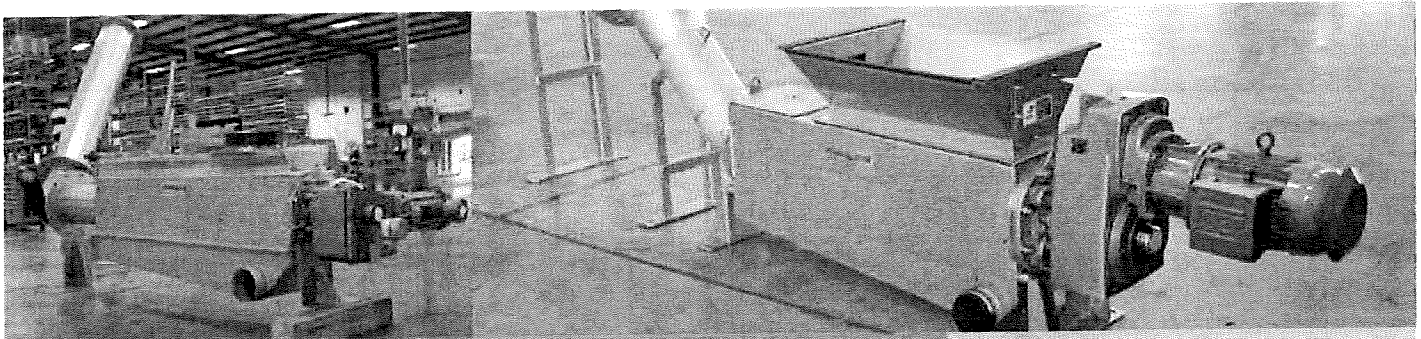
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**Whitetip Shark
Washing Compactor**

The Whitetip Shark Washing Compactor features screenings drainage and compaction zones. Stainless steel flights and anti-rotation bars improve compaction and provide reliable equipment performance and life.

-  Drainage/Washing
-  Compaction


**Whitetip Shark
with Enhanced Dewatering**

The Whitetip Shark Washing Compactor with Enhanced Dewatering features screenings drainage and rinse/compaction zones. Hardened Alloy screw and AR-400 flights greatly improve compaction and equipment reliability in harsh environments.

-  Drainage/Washing
-  Rinse/Dewatering
-  Compaction

**Whitetip Shark
with Enhanced Wash/Dewatering**

Up to 80% decrease in the total weight of solids output and up to 90% organic removal is achieved by this model with the addition of a washing zone and additional wash cycle. Operation includes a reversing function to the auger and timers so that the screened material is aggressively agitated during a longer wash cycle. Organic material is further broken down and washed back into the system through the drain. Rinse/Dewatering zone thoroughly rinses and compacts captured screenings.

-  Drainage/Washing
-  Enhanced Washing
-  Rinse/Dewatering
-  Compaction

Optional Equipment

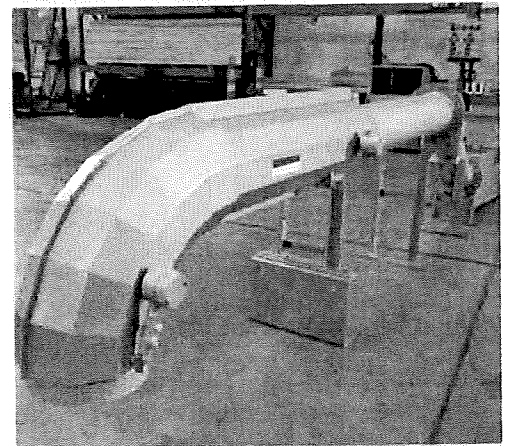
- Basic rinsing to thorough washing
- Integrated models located within screens
- External models fed via sluice or conveyor
- Trough types: perforated, slotted, wedgewire
- Shafted or shaftless flight
- Electric or hydraulic drive
- Cold weather/freeze protection

Discharge Options

- Dual Bearing: Dewatering
- Reduction Flange: Dewatering and some compaction
- Hinged Gate: Dewatering and compaction
- Press Elbow: Maximum dewater and compaction plus elevation


Screenings Collection Options

- Screenings collection bagging system
- Self-leveling bins
- Stainless steel discharge chute
- Lay flat hose or flexible pipe



To learn more visit: www.hydro-dyne.com
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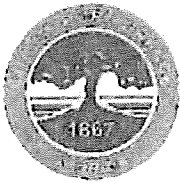
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Ph (813) 818-0777 | Fax (813) 818-0770

Made in the USA 



SOLE SOURCE/SOLE BRAND REQUEST

(Waiver of Competitive Quotes / Bids)

I. REQUEST: Provide a description of the features of the product/service or Scope of Work.

(2) Hydro-Dyne center flow barscreen with washing compactor to be installed at the influent headwork structure at the Water Reclamation Facility. The Hydro-Dyne is a direct replacement for the failing Vulcan Barscreens. No modifications to the structure will be needed for installation. The Hydro-Dyne barscreen is a direct replacement.

II. JUSTIFICATION: Please check all boxes that describe your reason(s) for determining that only one source or brand is reasonably available.

Only Source/ Uniqueness

- Proprietary Item** - this vendor/source has the only rights to provide this service or commodity. A letter from the manufacturer or authorizing entity is included in this request.
- Technology Improvements** - updates or upgrades to an existing system, software, software as a service hardware purchases.
- Patented, copyright or unique design restrictions.**
- Only Qualified Supplier** - reliability and maintainability of the product or service would be degraded unless specified supplier is used; may void warranty. This request includes a copy of the current warranty information.
- Other/or Additional information** - the City requires this sole source, sole brand purchase for the following reasons: Fits existing dimensions of the influent headwork structure. No modifications needed for installation.

Business Case (Only One or Most Reasonable Source or Only One or Most Reasonable Brand)

- Operational Compatibility** - replacement parts from alternate suppliers are not interchangeable with original parts and may cause equipment incompatibility. Previous findings and/or documentation is included with this request.
- Ease of Maintenance** - maintenance or retooling prohibits competition. Section III, Comparative Market Research includes estimated costs associated with changing current source and/or brand.
- Follow-On** - potential for continued development or enhancement with same supplier and eliminates costs incurred by using different supplier. Section III, Comparative Market Research includes estimated costs for replacing current or existing system.

- Complies with existing community and safety standards, and other laws, rules, and regulations.
- Exempted from the Competition - per City Purchasing Policy.

Other/or additional information - using this sole source, sole brand purchase benefits the City for the following reasons:
 Cost savings due to not having to modify the current influent headwork structure. _____

III. COMPARATIVE MARKET RESEARCH: Provide a detailed source or market analysis for justification of one/most reasonable source or one/most reasonable brand whichever applies. (Attach extra sheets as needed.) Hydro-Dyne center flow barscreen meets the current dimensions of the current structure

Estimated project value: \$900,000 Contract length (if applicable): 1 year

Has this commodity or service been previously provided to the City? Yes No

If yes, when and by whom? _____

How was item/service procured? () Piggyback () Competitive Bid (X) Sole Source

What is the current contract or purchase order number? _____

If this is a sole brand, is there an "authorized" dealers list? Yes No

Cost/Benefit Analysis: What would be the cost to utilize an alternate vendor or source? This explanation should include the savings and/or additional costs to the City by not using the preferred vendor or source. Attach additional sheets if needed.

Project cost would increase due to having the current structure modified to fit another barscreen.

CERTIFICATION: I have thoroughly researched the sole source or sole brand justification and fully understand the implications of Section 838.22 of the Florida Statutes:

(2) "It is unlawful for a public servant, with corrupt intent to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole source contract for commodities or services."

(5) "Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084"

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this Single/Sole Source Brand Request be authorized as single/sole source for the service or material. **Purchasing Manager approval required prior to placing the request for contract (if applicable) into CivicClerk and/or entering requisition into ERP system for a purchase order.**

Department Head Approval (Print Name): Steve Parnell

Department Head Approval Signature: SP Date: 6/24/24

Software or hardware purchases only:

IT Approval (Print Name): _____

IT Approval Signature: _____ Date: _____

Purchasing Manager Approval Signature: J. Poolman Date: 6-17-24



CITY OF PORT ORANGE NOTICE TO PROCEED

Issued By: Steve Parnell, Public Utilities Director
Public Utilities Department
1395 Dunlawton Avenue
Port Orange, FL 32129
Ph:(386) 506-5751
jwiggins@port-orange.org

Issued To: Hydro-Dyne Engineering, Inc.
4750 118th Avenue North
Clearwater, FL 33762

PROJECT TITLE: **Water Reclamation Facility (WRF) Center Flow Barscreens
PO-2400967**

This **Notice to Proceed** issued to your company is for the above referenced project and in accordance with the Amendment No CA8787 – Scope of Work under No 4361-6, dated August 6, 2024, and all terms and conditions of the agreement between the City of Port Orange and **Hydro-Dyne Engineering, Inc.** The **effective date** of this **Notice to Proceed** is **September 9, 2024**, with a **Final Completion** by **September 9, 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: Steve Parnell, Public Utilities Director

All future correspondence or requests for changes to the contract must be addressed to the Project Manager.

ISSUED BY:

Owner: City of Port Orange

This 9th day of Sept, 2024.

By: 
Steve Parnell


Title: Public Utilities Director

ACCEPTANCE NOTICE:

Receipt of the foregoing Notice to Proceed is hereby acknowledged and agreed by:

Company: Hydro-Dyne Engineering, Inc.

This 9th day of Sept, 2024

By: 
Randall Dow

Title: Sales & Marketing Director

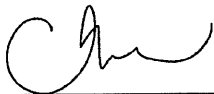
**HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)**

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:

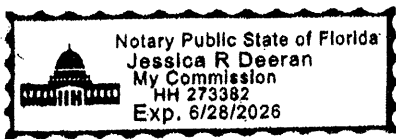
1. My name is Christine Howard. I am over the age of Twenty-one years old. I am the Vice President of Hydro-Dyne, a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."
(Title) (Business Name)
2. I have personal knowledge of each and every statement of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

Further Affiant sayeth not.

Date: August 21, 2024 Signed: 
 Print Name: Christine Howard
 Title: Vice President

SUBSCRIBED AND SWORN before me by means of physical presence or online notarization on the 21 day of August, 2024 by Christine Howard as Vice President on behalf of Hydro-Dyne Engineering, Inc. 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 COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/17/2025

SUBJECT: (B6e) Approval of Task Authorization No. 2 to Paul Culver Construction, Inc. related to repairs for the REC building

DEPARTMENT: Parks & Recreation

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 2 with Paul Culver Construction, Inc. for an amount not to exceed \$98,000.00, and authorize the Mayor and City Clerk to sign the necessary documents.

SUMMARY: The Parks and Recreation Department is requesting Council approval of Task Authorization No. 2 with Paul Culver Construction to make repairs at the REC. During Hurricane Milton, multiple areas of the REC started leaking. Staff hired Nova Engineering to conduct a forensic envelope study to review the building plans and check for any deficiencies in the structure that could be responsible for the water intrusion. The report outlines the causes of the leaks and provides recommendations, including adjustments to windows, roof, drains, flashing, sealant and exterior cladding. Many of these deficiencies can be attributed to the construction issues with the contractor during the REC remodel and expansion project, which ultimately resulted in liquidated damages totaling \$62,250.

Parks and Recreation staff requested bids from all companies on the General Contracting Services list and Paul Culver Construction was the lowest and most responsive bidder. The Task Authorization is not to exceed \$98,000.00 and will be partially funded from the liquidated damages collected at the conclusion of the remodel and expansion project, with the remainder being paid from the 106 Fund (Recreational Facilities). The 106 Fund can be used for recreation facility repairs or upgrades as deemed necessary.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Paul Culver Construction, Inc. Task Authorization No. 2 - Remediation of REC Building	Paul Culver Construction, Inc. Task Authorization No. 2 - Remediation of REC Building.pdf
2.	PORT ORANGE_ECREATIONAL CENTER REPAIRS_PCC	PORT ORANGE_ECREATIONAL CENTER REPAIRS_PCC

	PROPOSAL_04.03.2025	PROPOSAL_04.03.2025.pdf
3.	Paul Culver Construction contract	Paul Culver Construction contract.pdf
4.	City of Port Orange Rec Center - BE Assessment with Forensics	City of Port Orange Rec Center - BE Assessment with Forensics.pdf
5.	Paul Culver ALL 02.10.26	Paul Culver ALL 02.10.26.pdf
6.	Ovation declination	Ovation declination.pdf

Jennifer Cox
Susan Lovallo
Mark Simpson
Matthew Jones
Wayne Clark

Created/Initiated - 5/27/2025
Approved - 5/27/2025
Approved - 5/27/2025
Approved - 6/4/2025
Final Approval - 6/5/2025

TASK AUTHORIZATION NO. 2
Standard Contract for Services
for General Contracting Services for Small Projects
dated March 5, 2024,

Between the City of Port Orange, Florida and Paul Culver Construction, 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 **Paul Culver Construction, Inc.**, Florida corporation, with its principal place of business at 201 Osceola Avenue, Daytona Beach, Florida 32114 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services relating to General Contracting Services for Small Projects, 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, Contractor shall provide remediation of the REC Building, and as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**

3. Contractor shall complete the services to be provided herein no later than **120 days** from the date of issuance of a written Notice to Proceed by the City to the Contractor.

4. 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, subject to a limit not to exceed **\$98,000.00**. 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. 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:

PAUL CULVER CONSTRUCTION, INC.

Printed Name: _____

By: _____
Paul K. Culver, President

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Scott Stiltner, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT "1"

Contractor's Quote

Consisting of 2 Pages



PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.

License # CGC 059149

April 3, 2025

Mr. Joshua Long
City of Port Orange
1395 Dunlawton Avenue
Port Orange, FL 32129

Jlong@portorange.org

RE: Port Orange Recreational Center – Remediation Recommendations

Dear Josh:

Thank you for extending the opportunity to Paul Culver Construction, Inc. to work with you, completing the referenced project. We have reviewed the Forensic Building Enclosure Assessment by Nova Engineering & Environmental and are pleased to submit the following Proposal to provide all Labor, Material, Equipment, Tools, Taxes & Insurance necessary to complete the itemized list of work below for a lump sum price of **NINETY-EIGHT THOUSAND DOLLARS & 00/100's (\$98,000.00)** as follows:

GENERAL CONDITIONS

\$ 10,615

- Supervision
- General Liability & Workers Compensation Insurance
- Equipment & Tools
- Site Safety/PPE/First Aid
- Dumpsters & Portolets
- Daily & Final Clean-Up

GENERAL REMEDIATION

\$ 74,450

- Complete Performance of drainage assessment associated with roof systems to eliminate standing water conditions on roof sections.
- Clean stained and remove debris situated on roofing surfaces (single-ply membrane and metal roof panels).
- Remove and replace deteriorated/missing/voids at building component transitions, window perimeter sealant joints, roof penetrations, and sealant joint transitions between exterior walls and concrete flatwork.
- Remediate sealant joints where cohesive and adhesive failures are occurring, incomplete joints, and missing/separated conditions exist.
- Seal through wall penetrations with missing or deteriorated sealant throughout the elevations.
- Apply sealant joints at wood fascia transitions behind gutter systems.
- Remediate storefront and fixed window assemblies with negative sloped sill flashing details, voids beneath sill flashing at transitions to stucco cladding, and openings at corner transitions.
- Remediate crack formations and damaged exterior cladding conditions throughout elevations as well as applying sealant joint details at unsealed stucco stop transitions.
- Repair damaged gutter systems to alleviate stormwater dripping onto roof systems.
- Repair damaged gooseneck HVAC conduit housing and remediate sealant joints with voids.
- Remediate areas of exterior cladding observed with openings/voids potentially allowing for water intrusion points of origin as well as sealing open transitions.
- Remediate single-ply roof membrane deficient conditions including unadhered patches, blisters, wrinkles, "fish mouths", and unadhered membrane associated with parapet walls.





PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.

License # CGC 059149

J. Long

04/03/2025

Page 2

- Remediate metal coping cap conditions with negative sloping that are retaining water.
- Remove and replace oversized equipment curb covers and make conditions watertight.
- Resecure anchor fasteners and seal brackets associated with downspout systems.
- Resecure and seal light fixtures to alleviate water intrusion and exposed wiring.
- Remediate blistered/peeled paint conditions prior to cleaning and painting building.
- Remove and replace withdrawn fasteners.
- Remediate areas of separated roof membrane transitions to adjacent construction.

Sub-Total:	\$ 85,065
Overhead & Profit:	\$ 12,935
Grand Total:	<u>\$ 98,000</u>

We appreciate the opportunity to submit this proposal and look forward to working with you.

PAUL CULVER CONSTRUCTION, INC.

Kevin B. Flynn

Kevin B. Flynn
Project Manager





PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.

License # CGC 059149

April 3, 2025

Mr. Joshua Long
City of Port Orange
1395 Dunlawton Avenue
Port Orange, FL 32129

Jlong@portorange.org

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GENERAL REMEDIATION

\$ 74,450

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- Remove and replace deteriorated/missing/voids at building component transitions, window perimeter sealant joints, roof penetrations, and sealant joint transitions between exterior walls and concrete flatwork.
- Remediate sealant joints where cohesive and adhesive failures are occurring, incomplete joints, and missing/separated conditions exist.
- Seal through wall penetrations with missing or deteriorated sealant throughout the elevations.
- Apply sealant joints at wood fascia transitions behind gutter systems.
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PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.

License # CGC 059149

J. Long

04/03/2025

Page 2

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We appreciate the opportunity to submit this proposal and look forward to working with you.

PAUL CULVER CONSTRUCTION, INC.

Kevin B. Flynn

Kevin B. Flynn
Project Manager





CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 5 day of March, 2024, 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 PAUL CULVER CONSTRUCTION, INC. ("Contractor"), a Florida corporation whose principal address is 201 Osceola Avenue, Daytona Beach, Florida 32114. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to perform General Contracting Services for Small Projects in accordance with Request for Proposal 24-01 ("RFP 24-01"). This Contract, together with RFP 24-01, 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 Services of RFP 24-01 and the Contractor's Proposal as submitted by Contractor, are attached hereto as Exhibit "1". In the event of any inconsistencies or conflicts between this Contract, RFP 24-01, Contractor's Proposal, Addendum No. 1, precedence shall be given to the documents in the following order: 1) the terms and conditions of this Contract; 2) RFP 24-01; 3) Addendum No. 1; and 4) Contractor's Proposal. A complete copy of all solicitation documents is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida. 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 and continue for a period of two (2) years ("Term").

Renewals. Upon written agreement of the Parties, this Contract may be renewed for three (3) one-year periods, subject to City Manager approval and budget appropriation.

Manner and Place: The work shall be performed 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) issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2." Task Authorization(s) may require a Payment and Performance Bond. Task Authorization(s) requiring a Payment and Performance Bond, shall include an Exhibit attaching the required Payment and Performance Bond. 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 at the rates set forth in Exhibit "1," attached hereto, in an amount not to exceed the appropriated budget. 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 signed Task Authorization, when required:

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

4. Contract Administration. The Parks and Recreation Director, Susan Lovallo, 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

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 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.

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

<input checked="" type="checkbox"/>	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	<input type="checkbox"/> 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.
<input checked="" type="checkbox"/>	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			
<input type="checkbox"/>	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.
<input type="checkbox"/>	Professional Liability	Limits: Coverage - \$1,000,000	
<input type="checkbox"/>	Installation Floater (IT)	Limits: Coverage - \$ To be determined.	
<input type="checkbox"/>	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
<input type="checkbox"/>	Errors and Omissions	Limits: Coverage - \$1,000,000	
<input type="checkbox"/>	Umbrella Policy	Limits: Coverage - \$ To be determined.	
<input type="checkbox"/>	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
<input type="checkbox"/>	City Manager waives Payment and Performance Bond for work under \$200,000.00.		
<input type="checkbox"/>	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. 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 Contractor's 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. 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.

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. 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.

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: Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5852

Contractor: Paul Culver Construction, Inc.
Attention: Paul K. Culver, President
201 Osceola Avenue
Daytona Beach, Florida 32114
(386) 763-6200 – Telephone
paul@paulculverconstruction.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.


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:


Printed Name: ARON PACHOLSKY


Printed Name: Kaitlin Knox

PAUL CULVER CONSTRUCTION, INC.

By: 
Paul K. Culver, 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: February 26, 2024




CITY OF PORT ORANGE

By: 
Donald O. Burnette, Mayor

Date: 3/5/2024

ATTEST:



By: 
Robin L. Fenwick, MMC, City Clerk

Date: 3/5/2024

EXHIBIT "1"

Contractor's Quote

Consisting of 4 Pages



(ATTACHMENT 1) - SERVICES COSTS/FEES PROPOSAL

Complete, sign and date and include under Tab E in proposal

RFP #24-01

General Contracting Services for Small Projects

Please complete all fields shown in green and include with your proposal.

Name of Business:	PAUL CULVER CONSTRUCTION, INC
Contact Person:	Paul K. Culver
Email Address:	paul@paulculverconstruction.com
Authorized Signature:	

NOTE: All quoted hourly rates are to include all costs associated with the position, such as overhead, benefits, administrative costs and incidentals.

In the blank **Description** spaces below, if there are any additional positions that will be used for the services outlined in this RFP, please add the position names and hourly rates that coincide with them.

Description	Unit of Measure	Unit Cost	
		Normal Business Hours (As outlined in Section 3 of RFP)	After Normal Business Hours, Weekends, Holidays (As outlined in Section 3 of RFP)
General Manager or equivalent	Hour	95.00	95.00
Project Manager or equivalent	Hour	85.00	85.00
Project Supervisor/Superintendent or equivalent	Hour	80.00	80.00
Project Coordinator or equivalent	Hour	53.00	78.00
General Carpenter	Hour	50.00	75.00
Tradesman	Hour	50.00	75.00
Journeyman	Hour	50.00	75.00
General Laborer	Hour	31.00	53.00
	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
Markup for subcontractor costs, materials, equipment rentals and any other costs not associated with Contractor's quoted labor rates (not to exceed 20%)	%	17.5 %	

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

SCOPE OF WORK: The City of Port Orange (City) is soliciting sealed proposals for General Contracting Services for projects throughout the City with an estimated cost of less than \$200,000 each on an as-needed basis.

The specifications are listed below and on the Services Costs/Fees Proposal Form. General Contractors will be responsible for meeting all specifications as outlined herein and on the Services Costs/Fees Proposal Form.

The City reserves the right to offer any project to any selected General Contractor (Contractor) regardless of the estimated dollar amount of the work, and to contract using a purchase order issued by the City.

SERVICE AND PRODUCT WARRANTY

All Products are warranted by the Proposer to be free from defects in materials and workmanship. The awarded Contractor will promptly replace any product that proves to be defective at no cost to the City or refund the City the purchase price. The Contractor will be responsible for repairing all of its work during the warranty period, at **no cost** to the City. Contractor agrees to repair and return faulty or defective equipment within thirty (30) days from receipt of request from the City or provide a temporary replacement. Manufacturers standard warranty shall be maintained with the application of all materials furnished for any work performed under the contract resulting from this solicitation. It is the Contractor's responsibility to perform preventive maintenance pursuant to the manufacturer's standard warranty guidelines during the term of the warranty. The Contractor shall provide a one (1) year warranty from the manufacturer, which will include all related products including labor, on all repair and installation work. Warranties for new work shall be for a total of one (1) year unless a different duration is requested by the City. In addition to all other warranties, the Contractor shall be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City, within 24 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails to correct defects within 24 hours, the City shall be entitled to have such work remedied by an authorized and certified installer, and the General Contractor shall be fully liable for all costs and expenses incurred by the City to remediate the defect(s). Payments in full or otherwise do not constitute a waiver of this warranty.

The Contractor shall reimburse the City for any losses or damages to the City and or personal property as a result of water or other damages due to faulty workmanship and or materials. The Contractor shall provide ready availability of parts and service to maintain all items when requested. The Contractor must provide service within the warranty period. If the repairs cannot be made at the location where the item is located, the Contractor must pick up the item, repair the item and return the item to the location where it is being used. The warranty period(s) will commence on the date of the acceptance by the City. The Contractor shall provide two (2) copies of documentation of all warranty coverage associated with work performed against this Contract, including all manufacturers' warranties. At a minimum, this documentation shall include:

1. Manufacturer and purchasing information;
2. Building physical addresses work was completed on;
3. Number of operating units;
4. Warranty start and expiration dates;
5. Specific warranty coverage detail;
6. Building and specific location on which warranted work was completed on items installed;
7. Points of contact for Warranty work, with address and telephone number;
8. All documentation provided by the manufacturer, including preventive maintenance warranty requirements.

All system installation and repairs shall be accomplished in accordance with applicable standards and specification of the City and individual manufacturer's installation recommendations. It will be the Contractor's responsibility for any and all clearing or cleaning of installation site.

All requested work shall be completed in accordance with all federal, state and local codes, and shall be inspected for compliance by the City's Building Code Enforcement inspector.

The Contractor shall be certified by the systems manufacturers as qualified to install systems (new, restoration or repairs). A written certification from each system manufacturer shall be submitted with bid package or within 24 hours of request. If the Contractor is not certified to install a specific manufacturer's product, the Contractor shall enter into a Sub-contract with a certified installer.

The Contractor shall, and 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 24 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails within 24 hours to correct defects, the Owner shall be entitled to have such work remedied and the Contractor shall be fully liable for all costs and expense 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.

SERVICE REQUIREMENTS

The Contractor shall have sufficient number of personnel, materials, transportation and an adequate inventory of tools and equipment to perform work at the job site.

The Contractor shall provide sufficient staff, resources and facilities to ensure that the City's business is handled in a timely manner.

If the Contractor is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the Purchase Order and award to another Contractor.

If the Contractor for any reason fails to remain a Contractor for the City, then all records pertaining to City projects, scheduling, paperwork, warranty information and technical data shall be surrendered to the City within 10 business days.

Normal business hours for the City are 7:00a.m. to 5:00p.m. Monday through Friday. From time to time, work may be requested to be performed after normal business hours, on weekends, or holidays. If work to be performed under this contract is needed after normal business hours, such work must be approved by the City in writing prior to such work beginning. Any work done after normal business hours must be reflected as such on supporting documentation that accompanies applications for payment or invoices.

Emergency Work Requests may be needed from time to time. The Contractor must be able to meet the City's authorized representative within one (1) hour of notice at the job site, to review the scope of work, provide an estimate, and proceed with work after approval by owner, and in general be responsive to the emergency request.

The Contractor shall have at the time of the proposal opening and throughout the term of any contract, a current Florida General Contractors state license applicable to the performance of work as described.

The City reserves the right on a project-by-project basis to provide materials at which time the cost of materials will be deducted from the project price. The City will negotiate with the Contractor prior to the start of the project.

The City authorized representative shall provide a set of plans to the Contractor with a detailed scope of work which identifies the specific job description and the project schedule. A survey shall be conducted by the City's authorized representative or an approved consultant (depending on the size of the project at the discretion of the authorized City representative).

The Contractor acknowledges that work will be performed only after receipt of an authorized Notice to Proceed and/or Purchase Order. If during the course of work, the Contractor encounters unforeseen conditions which impact the cost of the work and which could not initially be evaluated, the Contractor shall not proceed without written authorization in the form of a change order and a change to the Purchase Order.

The Contractor's required time of performance shall commence when the Contractor mobilizes at the job site. Any travel time expenses shall be borne by the Contractor and will not be reimbursed by the City. The Contractor shall be responsible for notifying the City in writing of any conditions detrimental to proper and timely completion of work, including the presence of PCB'S and Asbestos. The Contractor shall not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Contractor and the City. It is the responsibility of the Contractor to locate any underground and above ground utilities and notify the utility companies when trenching or working near any utility lines, such as cable service, water and sewer service, telephone service and power lines.

[END OF SCOPE OF WORK, WARRANTIES AND SERVICE REQUIREMENTS]

[Remainder of page left intentionally blank]

EXHIBIT "2"

Sample Task Authorization

Consisting of 3 Pages

TASK AUTHORIZATION NO. ____
Standard Contract for Services
for General Contracting Services for Small Projects
dated _____, 2024,

Between the City of Port Orange, Florida and Paul Culver Construction, 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 **Paul Culver Construction, Inc.**, Florida corporation, with its principal place of business at 201 Osceola Avenue, Daytona Beach, Florida 32114 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services relating to General Contracting Services for Small Projects, 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, Contractor shall provide _____, and as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**

3. Contractor shall complete the services to be provided herein no later than _____ from the date of issuance of a written Notice to Proceed by the City to the Contractor.

4. 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, 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. 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 "1," 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 than 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. 2.

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:

PAUL CULVER CONSTRUCTION, INC.

Printed Name: _____

By: _____
Paul K. Culver, President

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

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

Date: _____

ATTEST:

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

Date: _____

EXHIBIT "3"

Sample 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: _____

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/Project No. _____

Description of Work: _____

Project Location: _____
Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

City Project No. _____

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 **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **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 _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, 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 in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Name/Title: _____

(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.

FORENSIC BUILDING ENCLOSURE ASSESSMENT WITH LIMITED TESTING

Port Orange Recreational Center

4655 City Center Circle
Port Orange, Florida 32129



PREPARED FOR:

City of Port Orange

1395 Dunlawton Avenue
Port Orange, Florida 32129

NOVA Project Number: 10109-0524194

Report Date: January 31, 2025





January 31, 2025

City of Port Orange

1395 Dunlawton Avenue
Port Orange, Florida 32129


Attention: Mr. Kevin Sweat, Parks Manager
ksweat@port-orange.org

Subject: Forensic Building Enclosure Assessment with Limited Testing
Port Orange Recreational Center
4655 City Center Circle
Port Orange, Florida 32129
NOVA Project Number 10109-0524194

Dear Mr. Sweat:

NOVA Engineering and Environmental, LLC (NOVA) has completed the *Forensic Building Enclosure Assessment with Limited Testing* at the Port Orange Recreational Center property located in Port Orange, Florida. The work was performed in general accordance with NOVA's Proposal Number 009-0524194 dated October 15, 2024, and authorized by the client on January 13, 2025 via Purchase Order #20250230. This report presents NOVA's understanding of the project information, the scope of services performed, a brief understanding of the building history, a discussion of the methodology utilized to conduct services, and the testing results. Also included are photographic documentation of the conditions observed and general cursory remediation recommendations as well as infrared images indicating detected thermal variances indicative of substrate moisture in interior components at the time our assessment/testing was performed. Recommendations for any additional services warranted based on the results of this assessment are provided at the conclusion of this report. Attached appendices include marked-up elevation drawings indicating approximate location of observed deficiencies, test location identifier, and aerial roof/wall designation report conducted by EagleView. We appreciate your selection of NOVA and the opportunity to be of service to this project. If you have any questions or need further assistance, please do not hesitate to contact us.

Sincerely,
NOVA Engineering and Environmental, LLC


Brandon Mahanna, CABS, CIT, REWO, WBA-BDT
Principal Project Manager
Facilities & Building Enclosure Services


James Keeney, GC. CCC
Principal/Vice President
Facilities & Building Enclosure Services

PROJECT INFORMATION

NOVA understands that the project is based on information provided by the client via telephone and email communications relating to the Port Orange Recreational Center building at the above-mentioned address. Reportedly, the building is suffering from persistent and on-going active moisture intrusion since additions have been completed. The building was originally constructed in 1983 and has undergone two (2) recent additions on the east and west sides of the original structure. Additions were completed circa late 2023. The original portion of the building consists of a single-story structure with the 2-story additions encompassing a total of approximately 31,072 square feet. It was reported that the approximate age of the metal roof systems are from original construction (circa 1983), while the single-ply membrane roof systems were installed during construction of the additions (circa 2023).

NOVA was originally requested to perform the forensic building enclosure assessment with limited testing to identify potential origins of water intrusion associated with the building enclosure and roof systems, specifically at locations of reported active water leakage. The purpose of the performed building enclosure services is to provide the client with an assessment as it pertains to visual deficiencies and moisture infiltration into the building's conditioned space as well as enclosure systems moisture resistance capabilities.

Building enclosure and roof systems beyond those identified in this report were not assessed or tested. No other building or site components were observed nor was a structural assessment performed. Our assessment, testing, conclusions, and general cursory recommendations are based on site conditions, observations, interviews, and a review of readily available information as they existed at the time of our assessment. The intent of this assessment is to provide general, prevailing conditions regarding the specific items listed above at the locations investigated, the intent is not to be considered an as-built description. Access to the building was provided by a representative of the client/property owner.

SCOPE OF SERVICES

FORENSIC BUILDING ENCLOSURE ASSESSMENT

NOVA performed the forensic building enclosure assessment to determine the apparent existing conditions of the roof/wall systems and adjacent construction relating to moisture intrusion and identify general surface deficiencies to building components to develop potential remediation/repair or replacement methodologies, if warranted. Our visual assessment did not include any other building components. No destructive investigation or testing was performed as part of this scope. NOVA provided the following services:

- Interviews with key clients and site personnel to obtain information regarding the exterior wall/roof systems construction and performance.
- Visual observation of readily accessible components of the building enclosure and roof systems. Where appropriate, observations and notes were made concerning:
 - General appearance and surface conditions regarding moisture resistance capabilities.
 - Component characteristics and conditions.
 - General drainage characteristics.
 - Expansion joints and control joints.
 - Building perimeter and penetration conditions including flashings, counter flashings, copings, fenestrations, and fascia components.
 - Underside of the roof systems from interior or other accessible areas.

LIMITED FORENSIC MOISTURE INTRUSION TESTING

In addition to the limited forensic building enclosure assessment, NOVA conducted limited forensic moisture intrusion testing at isolated areas of reported/suspected sources of moisture intrusion throughout the building including accessible ground and roof levels. Testing was performed in general accordance with a modified version **ASTM E2128-12, “Standard Guide for Evaluating Water Leakage of Building Envelopes”**. Not all areas of the buildings were tested as testing was focused on observed conditions potentially susceptible to moisture infiltration into the building. Other test methods were performed as outlined below. ASTM E2128-12 references various moisture infiltration test methods, including AAMA 501.2. This modified testing was performed utilizing a calibrated Spray Wand nozzle (Type B-25 with a #6.030 brass nozzle and a ½” FPT) manufactured by RM Group or similar.

The test method consists of spraying water onto the test area at a regulated nozzle pressure and at a controlled distance from the test specimen. The nozzle in conjunction with a control valve and pressure gauge regulates the pressure between 30-35 psi. The stream of water is directed at an angle perpendicular to the test area while being moved back and forth in a parallel direction with the nozzle approximately one foot (1') away from the test area specimen. The designated test area shall be divided and evaluated in five-foot sections. Each five-foot section shall be evaluated for a period of five minutes by slowly moving the nozzle back and forth over the test specimen. Working from the exterior, the test specimen shall be selectively wetted progressing from the lowest horizontal component, then the adjacent intersections, then the adjacent vertical components.

During the test, an observer on the building interior visually monitors for any water leakage as well as using non-visual methods including infrared thermography and a moisture meter (Protimeter). Although this test method is specifically designed for use on non-operable window systems, it is also commonly utilized during forensic investigations to evaluate additional construction components, including roofs, expansion/control joints, façade penetrations, transitions of construction conditions and terminations. NOVA utilized infrared thermography in support of moisture infiltration testing to assist in identifying areas of latent moisture and suspected moisture intrusion paths of travel. The infrared thermography survey is primarily utilized to detect and identify areas of suspected subsurface moisture within construction components. Typically, when scanning interiors, areas suspected of having entrapped moisture are represented in the monitor by the darker colors. Infrared scanning relies on the existence of temperature anomalies where moisture is different from that associated with varied levels of thermal conductance in the systems, allowing air/moisture infiltration sites to be identified. Based on this theory, NOVA conducted limited infrared thermography at moisture infiltration testing locations to identify areas of suspected moisture with a FLIR E8 Compact Thermal Imaging System with 320 X 240 IR resolution.

BUILDING DESCRIPTION AND HISTORY

GENERAL BUILDING DESCRIPTION

According to the Volusia County Property Appraiser website, the building encompasses a total area of 31,072 square feet and was originally constructed in 1983 with additions circa late 2023. The building's exterior cladding systems consisted of a combination of Exterior Insulation Finish System (EIFS) with decorative bands (original construction) and direct applied stucco with paint finishes (east and west additions). Buildings of similar construction in this region are typically situated on reinforced concrete perimeter footings supporting load bearing walls and pile caps supporting the building's structural steel framing membranes (columns and beams). The building appears to be constructed of concrete masonry unit (CMU) block structural walls. Reinforced concrete slab-on-grade exists throughout the 1st floor with an unknown flooring system throughout the 2nd floor. Fenestrations include aluminum-framed fixed window systems and aluminum framed storefronts and entrances as well as hollow core metal doors situated in metal framing with and without glass lites at service/mechanical room entrances. A metal roll-up bay door was observed along the front (north) and back (south) elevations. Metal louvers with metal framing are situated throughout building elevations associated with mechanical rooms.

The roof systems associated with the building appeared to consist of a combination of standing seam metal roof panels (over the original construction) and single-ply membrane (TPO or PVC) over the additions. Roof manufacturers were unknown at the time this report was compiled. Typically, roof construction associated with adhered single-ply membrane systems consists of rigid polyisocyanurate insulation boards tapered for drainage and coverboard. Both systems (metal roof panels and single-ply membrane) appeared to be supported by corrugated steel decking and open web joist/girder systems. Drainage of upper roof sections was achieved via sheet flow to roof perimeters where water is collected into gutter and downspout systems, ultimately discharging water onto splash block throughout lower roof areas. Drainage associated with the remaining roof sections was achieved via sheet flow through engineered sloping of the insulation components to primary internal roof drains and emergency through wall scupper systems, ultimately dispersing water into below-grade municipal systems. Roof penetrations include HVAC stantions, vent through roof (VTR) piping, mechanical equipment curbs, exhaust fan curbs, and lightning protection. Parapet walls of varying heights bound the low-sloped single-ply membrane roof areas consisting of membrane overlapping the field and terminating beneath metal coping cap or at metal termination bars with sealant joints at adjacent construction components. Penthouse roof areas consist of metal drip edge flashing at perimeters and no parapet walls. It was reported that the approximate age of the metal roof systems are from original construction (circa 1983), while the single-ply membrane roof systems were installed during construction of the additions (circa 2023).

The front (north) elevation consists of a canopy covering the concrete flatwork constructed of metal roof panels supported by steel framing with drainage achieved to gutter and downspout systems discharging water onto the grade below.



Photo 1: General overview of the Port Orange Recreational Center - North Elevation.



Photo 2: General overview of the Port Orange Recreational Center - East Elevation.



Photo 3: General overview of the Port Orange Recreational Center - East Elevation.



Photo 4: General overview of the Port Orange Recreational Center - South Elevation.



Photo 5: The building’s exterior cladding systems consisted of a combination of Exterior Insulation Finish System (EIFS) with decorative bands (original construction) and direct applied stucco with paint finishes (east and west additions).



Photo 6: The building’s exterior cladding systems consisted of a combination of Exterior Insulation Finish System (EIFS) with decorative bands (original construction) and direct applied stucco with paint finishes (east and west additions).



Photo 7: Fenestrations include aluminum-framed fixed window systems and aluminum framed storefronts and entrances as well as hollow core metal doors situated in metal framing with and without glass lites at service/mechanical room entrances.



Photo 8: Fenestrations include aluminum-framed fixed window systems and aluminum framed storefronts and entrances as well as hollow core metal doors situated in metal framing with and without glass lites at service/mechanical room entrances.



Photo 9: Fenestrations include aluminum-framed fixed window systems and aluminum framed storefronts and entrances as well as hollow core metal doors situated in metal framing with and without glass lites at service/mechanical room entrances.



Photo 10: A metal roll-up bay door was observed along the front (north) and back (south) elevations.



Photo 11: Metal louvers with metal framing are situated throughout building elevations associated with mechanical rooms.

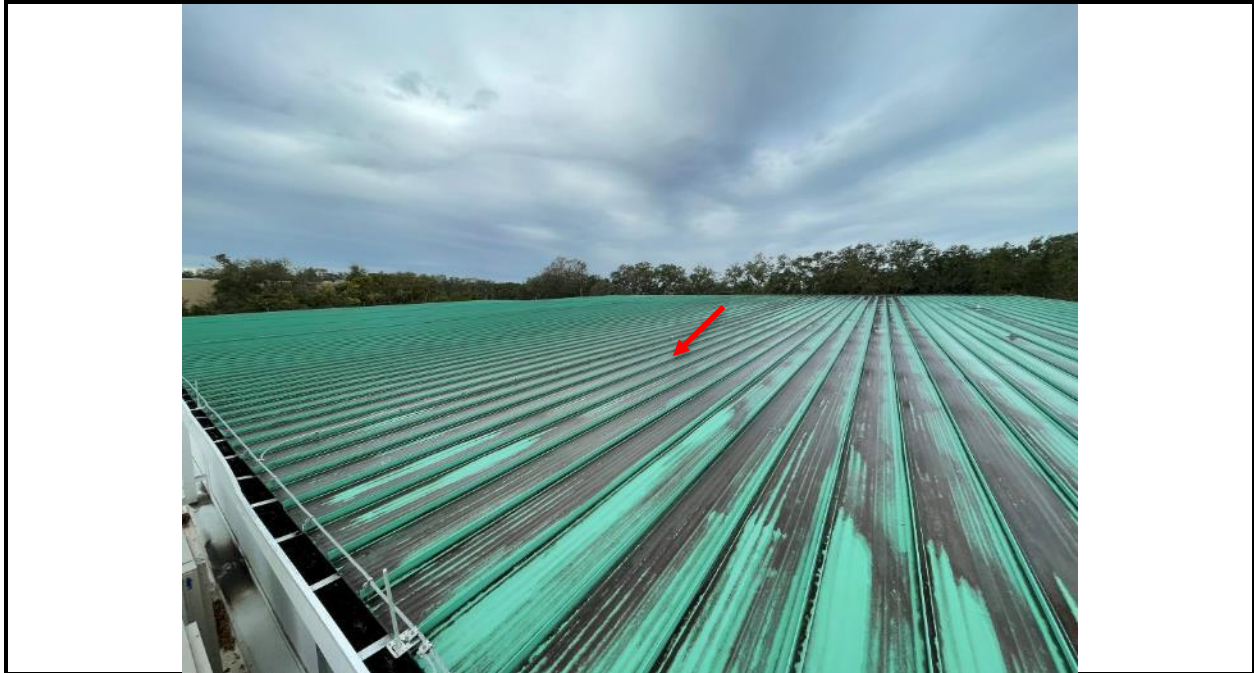


Photo 12: The roof systems associated with the building appeared to consist of a combination of standing seam metal roof panels (over the original construction) and single-ply membrane (TPO or PVC) over the additions.



Photo 13: The roof systems associated with the building appeared to consist of a combination of standing seam metal roof panels (over the original construction) and single-ply membrane (TPO or PVC) over the additions.



Photo 14: The roof systems associated with the building appeared to consist of a combination of standing seam metal roof panels (over the original construction) and single-ply membrane (TPO or PVC) over the additions.



Photo 15: Roof construction appeared to be supported by corrugated steel decking and open web joist/girder systems.



Photo 16: Roof construction appeared to be supported by corrugated steel decking and open web joist/girder systems.



Photo 17: Drainage of upper roof sections was achieved via sheet flow to roof perimeters where water is collected into gutter and downspout systems, ultimately discharging water onto splash block throughout lower roof areas.



Photo 18: Drainage associated with the remaining roof sections was achieved via sheet flow to primary internal roof drains and emergency through wall scupper systems, ultimately dispersing water into below-grade municipal systems.



Photo 19: Drainage associated with the remaining roof sections was achieved via sheet flow to primary internal roof drains and emergency through wall scupper systems, ultimately dispersing water into below-grade municipal systems.



Photo 20: Roof penetrations include HVAC stations, vent through roof (VTR) piping, mechanical equipment curbs, exhaust fan curbs, and lightning protection.



Photo 21: Parapet walls of varying heights bound the low-sloped single-ply membrane roof areas consisting of membrane overlapping the field and terminating beneath metal coping cap or at metal termination bars with sealant joints at adjacent construction components.



Photo 22: Parapet walls of varying heights bound the low-sloped single-ply membrane roof areas consisting of membrane overlapping the field and terminating beneath metal coping cap or at metal termination bars with sealant joints at adjacent construction components.



Photo 23: The front (north) elevation consists of a canopy covering the concrete flatwork constructed of metal roof panels supported by steel framing with drainage achieved to gutter and downspout systems discharging water onto the grade below.



Photo 24: The front (north) elevation consists of a canopy covering the concrete flatwork constructed of metal roof panels supported by steel framing with drainage achieved to gutter and downspout systems discharging water onto the grade below.

BUILDING ENCLOSURE ASSESSMENT AND FORENSIC TEST RESULTS

FORENSIC BUILDING ENCLOSURE ASSESSMENT

NOVA conducted the forensic building enclosure assessment, including limited forensic testing at reported water intrusion locations on the subject property on January 16-17, 2025 by Brandon Mahanna and Jon Hedgepeth. Readily accessible system components were assessed and tested regarding their existing conditions and observed deficiencies. Refer to the table below regarding the apparent general overall conditions of assessed building components as well as their typical estimated useful life (EUL).

Building Component	Typical EUL	Condition
EIFS Exterior Cladding	25 + Years	Fair to Good
Stucco Exterior Cladding	25 + Years	Good
Metal Roof Panels	50 + Years	Fair to Poor
Single-ply Roofing Membrane	15-20 Years	Good
Fixed Window Assemblies	25+ Years	Fair to Good
Storefront and Entrances	25+ Years	Good
Expansion and Control Joints	10-12 Years	Fair
Sealant Joint Transitions	10-12 Years	Fair to Poor
Roof Drainage Systems	25+ Years	Fair

Refer to Appendix A – Observed Building Enclosure and Roof Deficiencies Sheets F2-F6, designating approximate locations of deficiencies observed throughout the building elevations, and adjacent components within the limited scope. NOVA was able to perform the limited visual assessment and noted the following observed deficient conditions typically occurring throughout the building enclosure and roof systems, thus are notated as general deficiencies (numbers below correlate to deficiencies identified on marked-up drawings):

1. Evidence of current or previously ponded water situated on roofing membrane.
2. Stained roofing surfaces (membrane).
3. Deteriorated/Missing sealant along joints at building component transitions.
4. Spacing without sealant joint associated with wood fascia behind gutter systems.
5. Damaged gutter systems create dripping conditions onto roof systems below.
6. Damaged gooseneck HVAC conduit housing with voids along sealant joints.
7. Deteriorated/Missing sealant at roof penetration transitions.
8. Opening in exterior cladding behind metal drip edge flashing/coping cap associated with roof system.
9. Sill flashing associated with window systems appears to have a negative slope back towards building exteriors creating stains and mildew growth.
10. Void beneath windowsill flashings at transition to stucco cladding.
11. Void in sealant along window perimeter sealant joint transition to adjacent construction.
12. Unsealed transitions at stucco stops.
13. Unsealed through-wall penetrations.
14. Crack formations associated with exterior façades.
15. Damaged exterior cladding.

16. Window perimeter sealant remediations appear incomplete.
17. Openings at window assemblies' sill flashing corner transitions to adjacent construction.
18. Vegetative debris is situated on roofing membrane.
19. Unadhered membrane patch along parapet walls.
20. Blisters/Wrinkles in adhered membrane associated with parapet walls.
21. Metal coping cap appears to consist of negative slopes and retaining water creating stains and mildew growth.
22. Cohesive failure at sealant joint detail between original and addition construction.
23. Opening at original to addition construction behind gutter system at wood fascia transition.
24. Separation at roof membrane transition to stucco cladding associated with elevator penthouse.
25. Metal cover at exhaust fan equipment curb (GRV-1) with unsealed fastener penetrations appears to be larger than necessary creating potential avenue for water infiltration.
26. Missing sealant joint detail beneath metal coping cap at transition to stucco exterior cladding.
27. Adhesive failure at sealant joint detail transition from stair tower roofing membrane to exterior cladding.
28. Unsealed brackets at anchoring fasteners associated with downspout systems.
29. Separation of sealant joint detail at original construction to east addition roof membrane along parapet wall transitions.
30. Unsecured anchor fasteners associated with downspout systems.
31. Withdrawn fasteners with neoprene washers associated with roof metal counter flashing at transition to adjacent construction.
32. "Fish mouths" appear to be present in the single-ply roofing membrane behind the gutter systems at the wood fascia.
33. Light fixtures unsecured and unsealed to exterior wall systems exposing electrical wiring behind.
34. Stained metal panels associated with standing seam roof system.
35. Unadhered single-ply roofing membrane along parapet walls.
36. Blistered/Peeled paint finishes throughout stucco cladding.
37. Deteriorated/Missing/Unadhered sealant joint details along concrete flatwork to exterior wall transitions.
38. Crack formations throughout concrete flatwork.
39. Unsealed transition at metal flashing from original to addition construction.

NOVA was provided elevation/roof drawings by the client after the visual assessment was performed, as such notated deficient conditions/locations are approximate, thus not all observed deficient conditions are notated on the marked-up drawings. These conditions were generally noted and apparent throughout and may be contributing to the overall lack of water tightness throughout the building enclosure and roof systems. **Note: photographs depict representative examples of observed conditions and should not be considered inclusive of every deficiency visually seen during NOVA's assessment.**



Photo 25: Evidence of current or previously ponded water situated on roofing membrane.



Photo 26: Evidence of current or previously ponded water situated on roofing membrane.



Photo 27: Stained roofing surfaces (membrane).



Photo 28: Stained roofing surfaces (membrane).



Photo 29: Deteriorated/Missing sealant along joints at building component transitions



Photo 30: Deteriorated/Missing sealant along joints at building component transitions



Photo 31: Deteriorated/Missing sealant along joints at building component transitions



Photo 32: Deteriorated/Missing sealant along joints at building component transitions



Photo 33: Deteriorated/Missing sealant along joints at building component transitions



Photo 34: Spacing without sealant joint associated with wood fascia behind gutter systems.



Photo 35: Damaged gutter systems create dripping conditions onto roof systems below.



Photo 36: Damaged gooseneck HVAC conduit housing with voids along sealant joints.



Photo 37: Deteriorated/Missing sealant at roof penetration transitions.



Photo 38: Deteriorated/Missing sealant at roof penetration transitions.



Photo 39: Opening in exterior cladding behind metal drip edge flashing/coping cap associated with roof system.



Photo 40: Sill flashing associated with window systems appears to have a negative slope back towards building exteriors creating stains and mildew growth.



Photo 41: Sill flashing associated with window systems appears to have a negative slope back towards building exteriors creating stains and mildew growth.



Photo 42: Void beneath windowsill flashings at transition to stucco cladding.



Photo 43: Void beneath windowsill flashings at transition to stucco cladding.



Photo 44: Void in sealant along window perimeter sealant joint transition to adjacent construction.



Photo 45: Void in sealant along window perimeter sealant joint transition to adjacent construction.



Photo 46: Void in sealant along window perimeter sealant joint transition to adjacent construction.



Photo 47: Unsealed transitions at stucco stops.



Photo 48: Unsealed transitions at stucco stops.



Photo 49: Unsealed through-wall penetrations.



Photo 50: Unsealed through-wall penetrations.



Photo 51: Unsealed through-wall penetrations.



Photo 52: Crack formations associated with exterior façades.



Photo 53: Crack formations associated with exterior façades.



Photo 54: Crack formations associated with exterior façades.



Photo 55: Damaged exterior cladding.



Photo 56: Damaged exterior cladding.



Photo 57: Damaged exterior cladding.



Photo 58: Damaged exterior cladding.



Photo 59: Window perimeter sealant remediations appear incomplete.



Photo 60: Openings at window assemblies' sill flashing corner transitions to adjacent construction.



Photo 61: Openings at window assemblies' sill flashing corner transitions to adjacent construction.



Photo 62: Vegetative debris situated on roofing membrane.



Photo 63: Unadhered membrane patch along parapet walls.



Photo 64: Blisters/Wrinkles in adhered membrane associated with parapet walls.



Photo 65: Blisters/Wrinkles in adhered membrane associated with parapet walls.



Photo 66: Metal coping cap appears to consist of negative slopes and retaining water creating stains and mildew growth.



Photo 67: Cohesive failure at sealant joint detail between original and addition construction.



Photo 68: Opening at original to addition construction behind gutter system at wood fascia transition.



Photo 69: Separation at roof membrane transition to stucco cladding associated with elevator penthouse.



Photo 70: Separation at roof membrane transition to stucco cladding associated with elevator penthouse.



Photo 71: Metal cover at exhaust fan equipment curb (GRV-1) with unsealed fastener penetrations appears to be larger than necessary creating potential avenue for water infiltration.

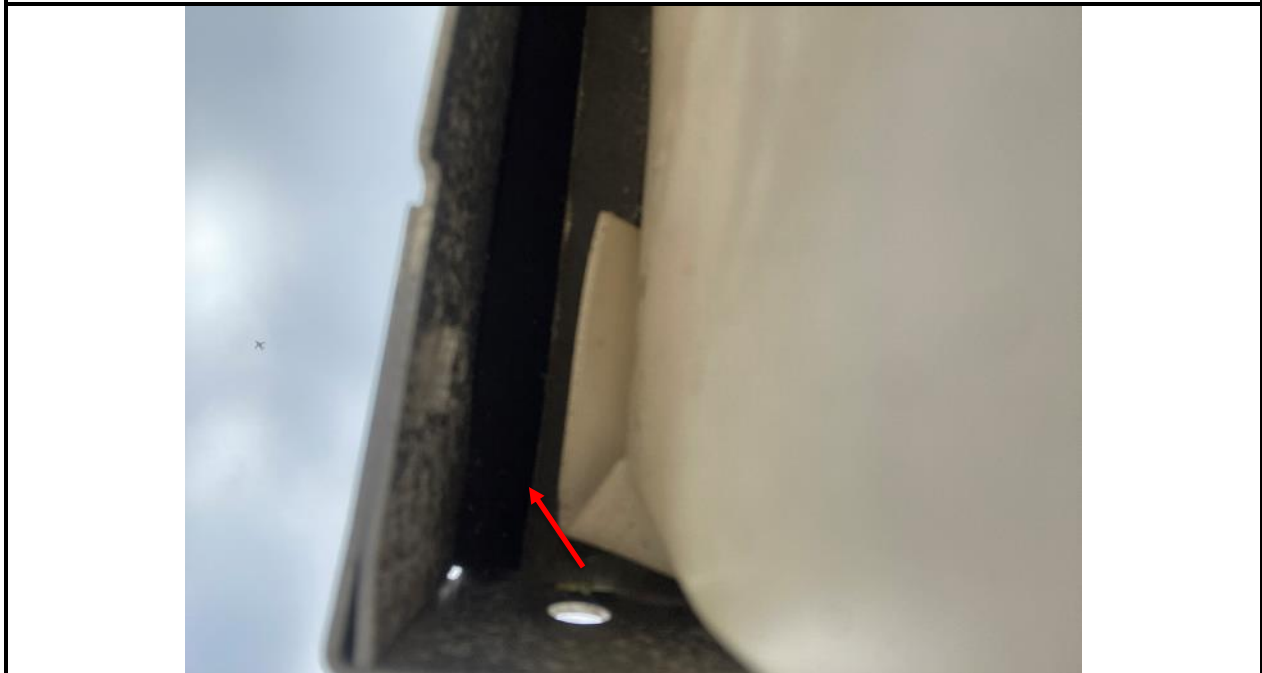


Photo 72: Metal cover at exhaust fan equipment curb (GRV-1) with unsealed fastener penetrations appears to be larger than necessary creating potential avenue for water infiltration.



Photo 73: Missing sealant joint detail beneath metal coping cap at transition to stucco exterior cladding.



Photo 74: Adhesive failure at sealant joint detail transition from stair tower roofing membrane to exterior cladding.



Photo 75: Unsealed brackets at anchoring fasteners associated with downspout systems.



Photo 76: Unsealed brackets at anchoring fasteners associated with downspout systems.



Photo 77: Unsecured anchor fasteners associated with downspout systems.



Photo 78: Withdrawn fasteners with neoprene washers associated with roof metal counter flashing at transition to adjacent construction.



Photo 79: “Fish mouths” appear to be present in the single-ply roofing membrane behind the gutter systems at the wood fascia.



Photo 80: Light fixtures unsecured and unsealed to exterior wall systems exposing electrical wiring behind.



Photo 81: Stained metal panels associated with standing seam roof system.



Photo 82: Unadhered single-ply roofing membrane along parapet walls.



Photo 83: Blistered/Peeled paint finishes throughout stucco cladding.



Photo 84: Blistered/Peeled paint finishes throughout stucco cladding.



Photo 85: Deteriorated/Missing/Unadhered sealant joint details along concrete flatwork to exterior wall transitions.



Photo 86: Deteriorated/Missing/Unadhered sealant joint details along concrete flatwork to exterior wall transitions.



Photo 87: Crack formations throughout concrete flatwork.



Photo 88: Unsealed transition at metal flashing from original to addition construction.

LIMITED FORENSIC MOISTURE INTRUSION TESTING RESULTS

NOVA was requested and performed limited forensic testing to identify water intrusion points of origin and develop a remediation plan at observed and reported areas of moisture intrusion by the client. NOVA’s intent was to generally recreate weather conditions similar to those causing moisture infiltration utilizing a calibrated spray nozzle with an achieved water pressure of approximately 30-35 psi. Moisture measurement readings and infrared images were taken prior to commencing moisture infiltration testing. Readings were within the typical equilibrium moisture content (EMC) tolerances correlating to dry or elevated interior finishes/construction components. Evidence of previous moisture infiltration was observed throughout the interior finishes including:

- Evidence of previously stained interior ceiling components.
- Stained/Efflorescence on structural framing joists and metal roof decking.
- Voids in the interior perimeter sealant joints between window units and gypsum wallboard.
- Water stains on interior faces of storefront window framing members.

Efflorescence is a result of the migration of salt to the surface of material, where it forms a white appearance coating caused by moisture. Refer to Appendix A – Forensic Moisture Intrusion Test Locations Sheet F7-F10, designating approximate locations where water testing was performed on exterior conditions within the limited scope. The testing was performed at seven (7) different existing building enclosure and roof system conditions. Refer to the table below for detailed conditions tested for moisture infiltration as well as test results (**Pass** = No water observed, **Fail** = Water observed). **Note: Test locations were not isolated from adjacent construction allowing water to cascade down the exterior components and potential sources of water intrusion to occur that were not directly tested.**

Forensic Moisture Infiltration Test Locations			
Test Number	Location	Conditions Tested	Results
1	1st Floor Hallway Bathroom	Roof membrane transition around drain, roof penetrations, parapet wall membrane, metal coping cap, metal counter flashing transitions with sealant joints, and expansion/control sealant joints.	Pass
2	Elevator Penthouse	Metal counter flashing transitions with sealant joints and separation at roof membrane transition to stucco cladding associated with elevator penthouse	Fail
3	1st Floor Hallway	Metal counter flashing transitions with sealant joints and roof access door.	Fail
4	Hallway at Original to New Construction	Opening at original to addition construction behind gutter system at wood fascia transition.	Fail
5	Activity Room 114	Metal counter flashing transition with sealant joints and unsealed through wall penetrations.	Pass
6	ArtHouse Room 125	Metal counter flashing transition with sealant joints beneath window assemblies, vertical sealant joint at parapet wall to adjacent construction transition, unadhered membrane patch along parapet walls, and fixed window assemblies including void beneath sill flashing at stucco transition, voids in perimeter sealant joints at adjacent construction, and openings at sill flashing to corner transitions.	Fail
7	Indoor Playground & Lobby Area	Negative sloped sill flashing detail and storefront window assemblies including void beneath sill flashing at stucco transition, voids in perimeter sealant joints at adjacent construction, and openings at sill flashing to corner transitions.	Pass

While forensic moisture infiltration testing was performed at each condition, NOVA monitored for active moisture infiltration to manifest through interior construction components by visual observations as well non-visual methods including infrared thermography. Temperature variances indicative of suspected surface and subsurface moisture trapped within the interior construction components were detected utilizing infrared thermography. Moisture measurement readings were taken, where applicable, throughout the moisture infiltration testing with a moisture meter (Protimeter) manufactured by Surveymaster. Readings did not detect equilibrium moisture content (EMC) tolerances correlating to wet interior finishes. Litmus paper was situated throughout interior conditions to detect the presence of moisture infiltration. NOVA typically ceases performance of moisture infiltration testing (if occurred) immediately upon observed or detected moisture intrusion at each location to minimize unnecessary water into the building components creating further damage to affected interior finishes and potential indoor air quality concerns. Moisture infiltration was observed and detected at the following tested conditions:

Test Location #1 – 1st Floor Hallway Bathroom

NOVA utilized a spray nozzle to apply water along the roofing membrane transition from the field to the internal roof drain, roof penetrations including roof drain, deteriorated/missing sealant at roof penetrations (VTR) and building component transitions (coping cap to stucco cladding), metal cover at exhaust fan equipment curb (GRV-1) with unsealed fastener penetrations appears to be larger than necessary, parapet wall membrane, metal coping cap, metal counter flashing transitions with voids in the sealant joints between the 1st floor roof membrane and the adjacent construction (stair tower), and voids in expansion/control sealant joints (along the stair tower and between the stair tower and elevator penthouse). Testing was performed for approximately three (3) hours at the conditions mentioned above. NOVA did not visually observe active water intrusion nor was any detected with infrared thermography, however water was audibly detected dripping onto the ceiling components.

Test Location #2 – Elevator Penthouse

NOVA utilized a spray nozzle to apply water along the metal counter flashing transition with sealant joints between the 1st floor roof membrane and the adjacent construction (elevator shaft) where voids and unadhered sealant were observed as well as at the observed separation at the roof membrane (covering the roof access door area) transition to the stucco cladding associated with the elevator penthouse. Water was visually observed and detected utilizing infrared thermography streaming down the CMU block wall at the steel girder/joist and roof deck transition as well as dripping onto the HVAC ductwork and ceiling components.

Test Location #3 – 1st Floor Hallway

NOVA utilized a spray nozzle to apply water along the metal counter flashing transitions with sealant joints beneath the roof access door where voids and unadhered sealant were observed as well as at roof access door perimeters and diverting flashing above the entrance. Water was visually observed and detected utilizing infrared thermography ponding on the internal threshold of the access door and cascading down the interior face of the gypsum wallboard eventually collecting on the finished flooring within minutes of commencing testing.

Test Location #4 – 1st Floor Hallway at Original to New Construction Transition

NOVA utilized a spray nozzle to apply water to the observed open condition at the transition between areas of original construction (wood fascia) to new construction (stucco cladding) behind the gutter system. Water was visually observed and detected utilizing infrared thermography migrating from beneath the vinyl baseboard and collecting on the finished flooring at the corner between the bathroom hallway and the hallway leading towards the activity room 114.

Test Location #5 – Activity Room 114

After further phone conversations with the client while on site, NOVA opted not to apply water to the light fixture that appeared unsecured and unsealed to exterior wall systems exposing electrical wiring behind the exterior cladding due to safety reasons. NOVA utilized a spray nozzle to apply water along the metal counter flashing transitions with sealant joints between the 1st floor roof membrane and the adjacent construction (existing construction over the gym area) where voids and unadhered sealant were observed as well as at unsealed through wall penetrations. Testing was performed for approximately forty (40) minutes at the conditions mentioned above. NOVA did not visually observe active water intrusion nor was any detected with infrared thermography.

Test Location #6 – ArtHaus Room 125

NOVA utilized a spray nozzle to apply water along the metal counter flashing transitions with sealant joints between the 1st floor roof membrane and the adjacent construction where voids and unadhered sealant were observed beneath the window assemblies, voids in the vertical and horizontal sealant joints at the parapet wall transition to adjacent construction, and the observed unadhered membrane patch at the parapet wall corner. Testing was performed for approximately thirty (30) minutes at the conditions above with no visually observed or detected active water intrusion with infrared thermography. Testing continued at the two (2) fixed window systems accessible via the south roof area. Tested conditions included the following observed deficiencies:

- Voids beneath the sill flashing at transitions to stucco cladding.
- Voids in the window assembly perimeter sealant joints at adjacent construction transitions.
- Openings at the sill flashing transitions to adjacent construction at the lower corners.
- Negative sloped sill flashing detail associated with the fixed window assemblies.

Water intrusion was visually observed and detected utilizing infrared thermography when water was applied to both window assemblies along the negatively sloped sill flashing, corner conditions, and voids in the perimeter sealant joints. Water emanated between the metal roof decking and the steel support framing members eventually dripping onto the furniture below.

Test Location #7 – Indoor Playground and Lobby Area

NOVA utilized a spray nozzle to apply water along three (3) of the storefront window assemblies. Testing was performed for approximately forty (40) minutes at the conditions mentioned above. NOVA did not visually observe active water intrusion nor was any detected with infrared thermography. Tested conditions included the following observed deficiencies:

- Voids beneath the sill flashing at transitions to stucco cladding.
- Voids in the window assembly perimeter sealant joints at adjacent construction transitions.
- Openings at the sill flashing transitions to adjacent construction at the lower corners.
- Negative sloped sill flashing detail associated with the fixed window assemblies.

PHOTOGRAPHIC NARRATIVE



Photo 89: During the forensic moisture infiltration testing, a water pressure at the calibrated nozzle of approximately 30-35 was achieved.



Photo 90: Evidence of previous moisture infiltration including stained interior ceiling components, stained/efflorescence on joists and metal decking, voids in the interior perimeter sealant between window and drywall, and water stains on interior faces of storefront window framing members.



Photo 91: Evidence of previous moisture infiltration including stained interior ceiling components, stained/efflorescence on joists and metal decking, voids in the interior perimeter sealant between window and drywall, and water stains on interior faces of storefront window framing members.



Photo 92: Evidence of previous moisture infiltration including stained interior ceiling components, stained/efflorescence on joists and metal decking, voids in the interior perimeter sealant between window and drywall, and water stains on interior faces of storefront window framing members.



Photo 93: Evidence of previous moisture infiltration including stained interior ceiling components, stained/efflorescence on joists and metal decking, voids in the interior perimeter sealant between window and drywall, and water stains on interior faces of storefront window framing members.



Photo 94: Moisture measurement readings and infrared images were taken prior to commencing moisture infiltration testing typical within equilibrium moisture content (EMC) tolerances correlating to dry or elevated interior finishes/construction components.



Photo 95: Moisture measurement readings and infrared images were taken prior to commencing moisture infiltration testing typical within equilibrium moisture content (EMC) tolerances correlating to dry or elevated interior finishes/construction components.



Photo 96: Moisture measurement readings and infrared images were taken prior to commencing moisture infiltration testing typical within equilibrium moisture content (EMC) tolerances correlating to dry or elevated interior finishes/construction components.



Photo 97: Moisture measurement readings and infrared images were taken prior to commencing moisture infiltration testing typical within equilibrium moisture content (EMC) tolerances correlating to dry or elevated interior finishes/construction components.

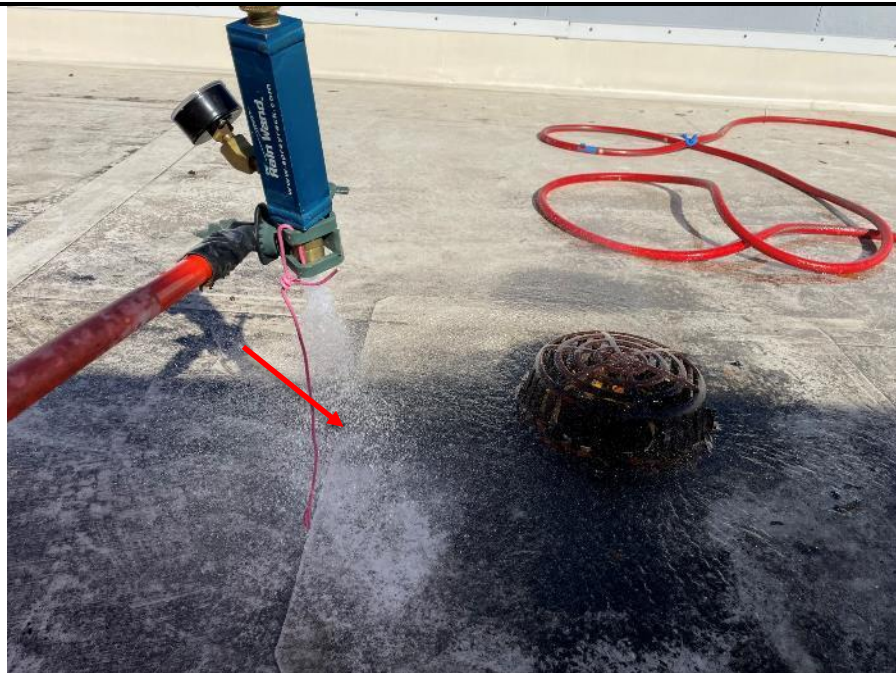


Photo 98: Test location #1 - water was applied along the roofing membrane transition from the field to the internal roof drain.

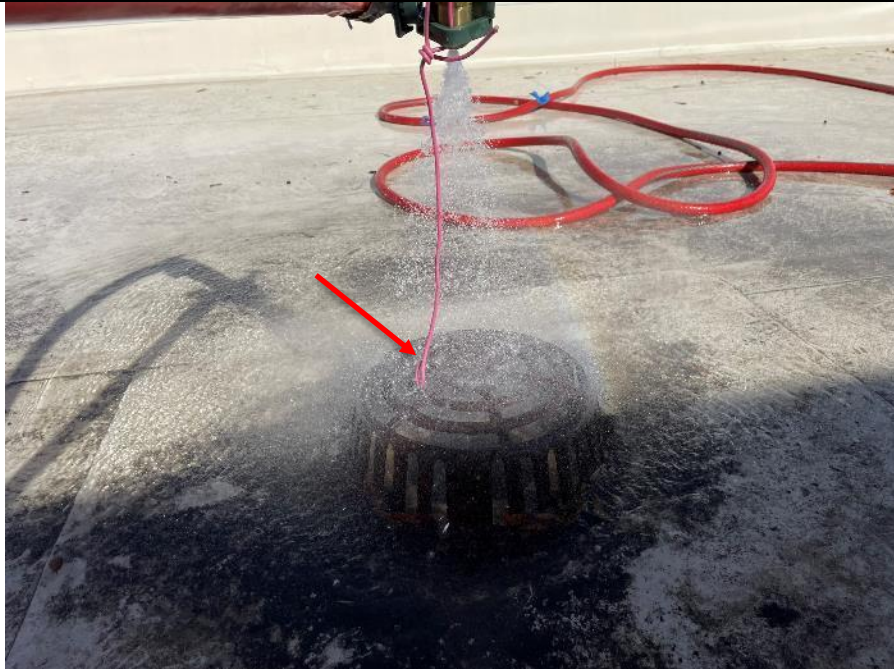


Photo 99: Test location #1 - water was applied along the roof penetrations including roof drain, deteriorated/missing sealant at roof penetrations (VTR) and building component transitions (coping cap to stucco cladding).



Photo 100: Test location #1 - water was applied along the roof penetrations including roof drain, deteriorated/missing sealant at roof penetrations (VTR) and building component transitions (coping cap to stucco cladding).



Photo 101: Test location #1 - water was applied along the roof penetrations including roof drain, deteriorated/missing sealant at roof penetrations (VTR) and building component transitions (coping cap to stucco cladding).

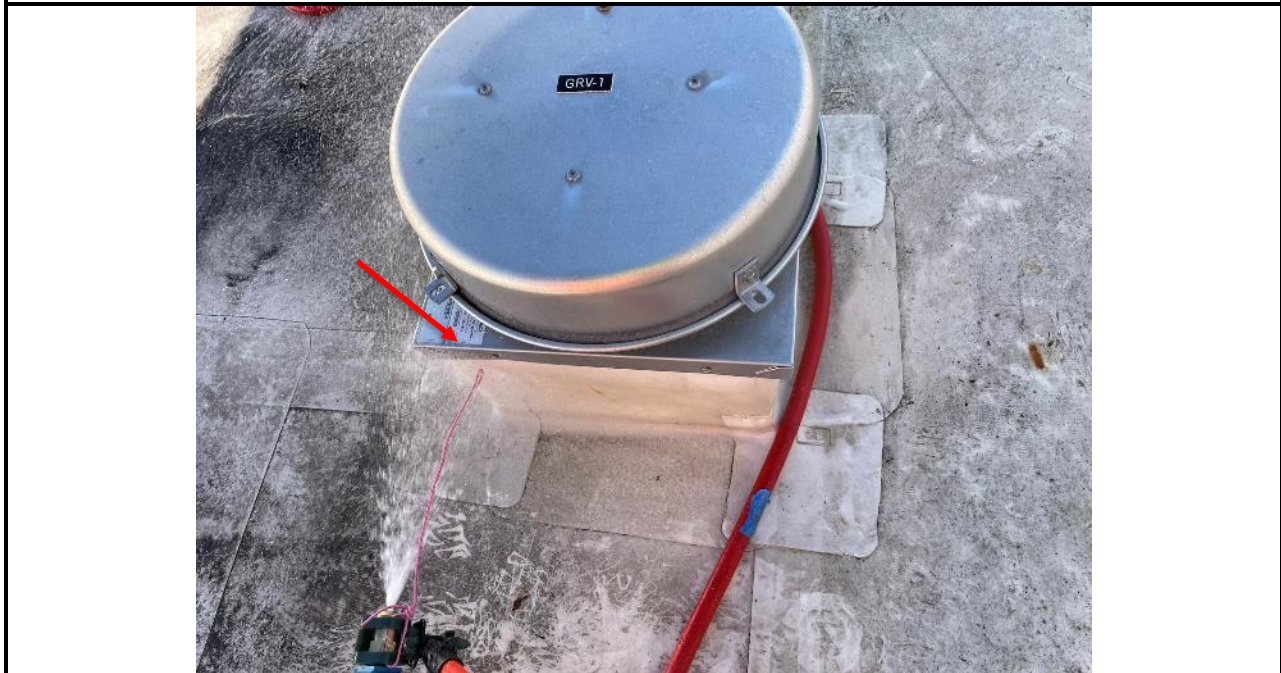


Photo 102: Test location #1 - water was applied along the metal cover at exhaust fan equipment curb (GRV-1) with unsealed fastener penetrations appears to be larger than necessary.



Photo 103: Test location #1 - water was applied along the parapet wall membrane and metal coping cap.



Photo 104: Test location #1 - water was applied along the metal counter flashing transitions with voids in the sealant joints between the 1st floor roof membrane and the adjacent construction (stair tower).



Photo 105: Test location #1 - water was applied along the voids in expansion/control sealant joints (along the stair tower and between the stair tower and elevator penthouse).



Photo 106: Test location #2 - water was applied along the metal counter flashing transition with sealant joints between the 1st floor roof membrane and the adjacent construction (elevator shaft) where voids and unadhered sealant were observed.



Photo 107: Test location #2 - water was applied along the observed separation at the roof membrane (covering the roof access door area) transition to the stucco cladding associated with the elevator penthouse.



Photo 108: Test location #2 - water was visually observed and detected utilizing infrared thermography streaming down the CMU block wall at the steel girder/joist and roof deck transition as well as dripping onto the HVAC ductwork and ceiling components.



Photo 109: Test location #2 - water was visually observed and detected utilizing infrared thermography streaming down the CMU block wall at the steel girder/joist and roof deck transition as well as dripping onto the HVAC ductwork and ceiling components.



Photo 110: Test location #3 -water was applied along the metal counter flashing transitions with sealant joints beneath the roof access door where voids and unadhered sealant were observed.



Photo 111: Test location #3 -water was applied along the roof access door perimeters and diverting flashing above the entrance.

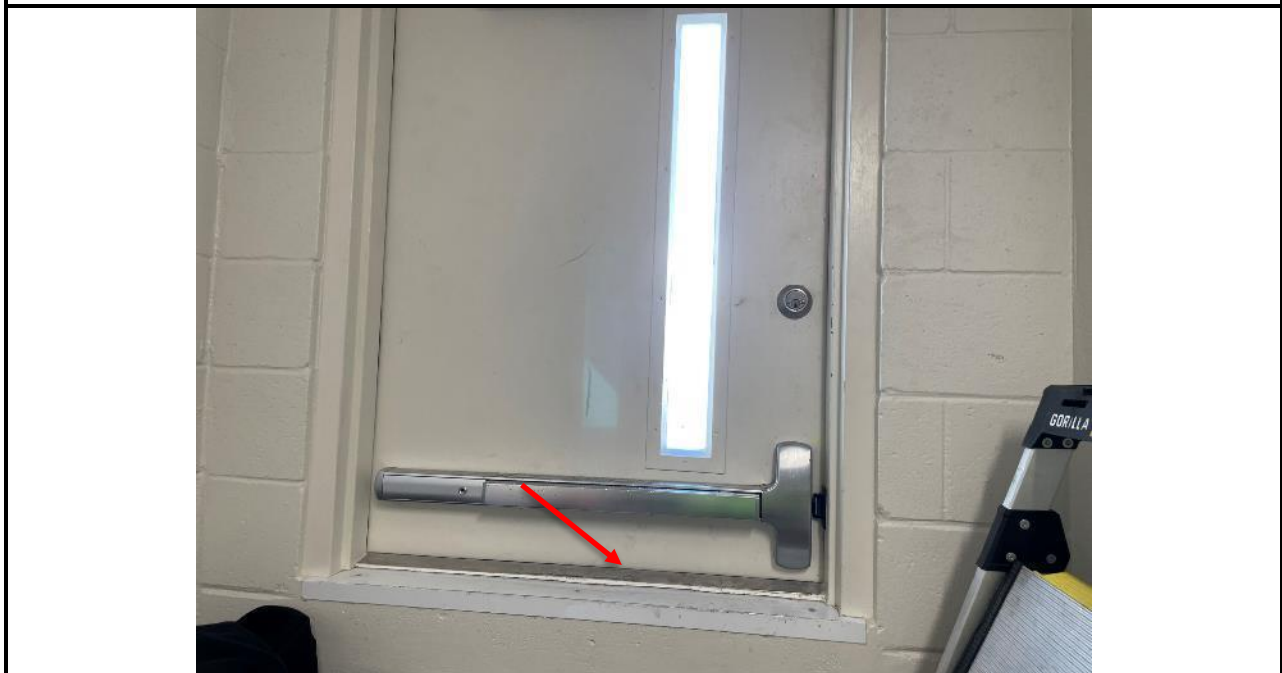


Photo 112: Test location #3 - water was visually observed ponding on the internal threshold of the access door and cascading down the interior face of the gypsum wallboard eventually collecting on the finished flooring within minutes of commencing testing.



Photo 113: Test location #3 - water was visually observed ponding on the internal threshold of the access door and cascading down the interior face of the gypsum wallboard eventually collecting on the finished flooring within minutes of commencing testing.



Photo 114: Test location #4 - water was applied to the observed open condition at the transition between areas of original construction (wood fascia) to new construction (stucco cladding) behind the gutter system.

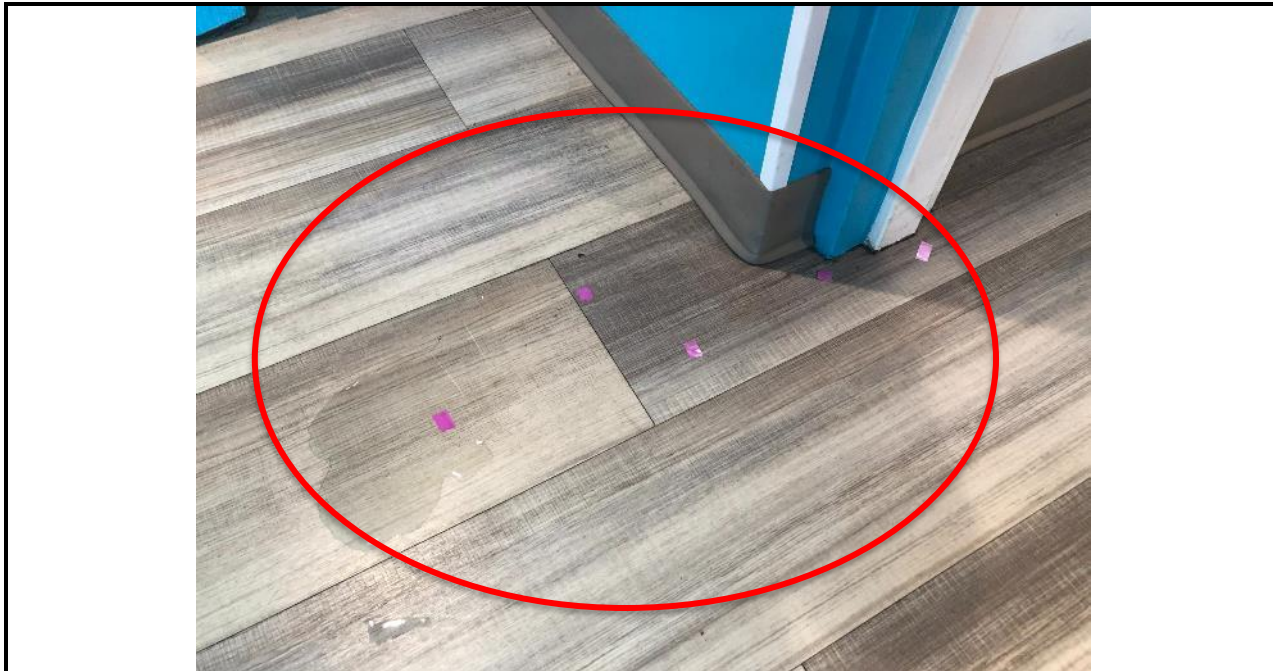


Photo 115: Test location #4 - water was visually observed and detected utilizing infrared thermography migrating from beneath the vinyl baseboard and collecting on the finished flooring at the corner between the bathroom hallway and the hallway leading towards the activity room 114.



Photo 116: Test location # 5 - NOVA opted not to apply water to the light fixture that appeared unsecured and unsealed to exterior wall systems exposing electrical wiring behind the exterior cladding due to safety reasons.



Photo 117: Test location # 5 - water along the metal counter flashing transitions with sealant joints between the 1st floor roof membrane and the adjacent construction (existing construction over the gym area) where voids and unadhered sealant were observed.



Photo 118: Test location # 6 - water was applied along the metal counter flashing transitions with sealant joints between the 1st floor roof membrane and the adjacent construction where voids and unadhered sealant were observed beneath the window assemblies.



Photo 119: Test location # 6 - water was applied along the voids in the vertical and horizontal sealant joints at the parapet wall transition to adjacent construction, and the observed unadhered membrane patch at the parapet wall corner.



Photo 120: Test location #6 - testing continued at the two (2) fixed window systems accessible via the south roof area.



Photo 121: Test location #6 - testing continued at the two (2) fixed window systems accessible via the south roof area including voids beneath the sill flashing transitions, voids in the perimeter sealant joints, openings at the lower corners, and negative sloped sill flashing detail.



Photo 122: Test location #6 - Water intrusion was observed emanating between the metal roof decking and the steel support framing members eventually dripping onto the furniture below when testing both sill conditions.



Photo 123: Test Location #6 - Temperature variances indicative of suspected surface and subsurface moisture trapped within the interior construction components were detected utilizing infrared thermography.



Photo 124: Test Location #7 – water along three (3) of the storefront window assemblies including voids beneath the sill flashing, voids in the perimeter sealant joints, openings at the lower corners, and negative sloped sill flashing detail associated with the fixed window assemblies.



Photo 125: Test Location #7 – water along three (3) of the storefront window assemblies including voids beneath the sill flashing, voids in the perimeter sealant joints, openings at the lower corners, and negative sloped sill flashing detail associated with the fixed window assemblies.



Photo 126: Test Location #7 – water along three (3) of the storefront window assemblies including voids beneath the sill flashing, voids in the perimeter sealant joints, openings at the lower corners, and negative sloped sill flashing detail associated with the fixed window assemblies.

GENERAL REMEDIATION RECOMMENDATIONS

Based on our observations from the forensic building enclosure assessment as well as results from the provided limited forensic moisture infiltration testing, NOVA recommends the following remediation efforts to assist in alleviating water intrusion. **Not all described deficient locations are represented on the attached supporting documents.**

- Performance of drainage assessment associated with roof systems to eliminate standing water conditions on roof sections.
- Clean stained and remove debris situated on roofing surfaces (single-ply membrane and metal roof panels).
- Remove and replace deteriorated/missing/voids at building component transitions, window perimeter sealant joints, roof penetrations, and sealant joint transitions between exterior walls and concrete flatwork.
- Remediate sealant joints where cohesive and adhesive failures are occurring, incomplete joints, and missing/separated conditions exist.
- Seal through wall penetrations with missing or deteriorated sealant throughout the elevations.
- Apply sealant joints at wood fascia transitions behind gutter systems.
- Remediate storefront and fixed window assemblies with negative sloped sill flashing details, voids beneath sill flashing at transitions to stucco cladding, and openings at corner transitions.
- Remediate crack formations and damaged exterior cladding conditions throughout elevations as well as applying sealant joint details at unsealed stucco stop transitions.
- Repair damaged gutter systems to alleviate stormwater dripping onto roof systems.
- Repair damaged gooseneck HVAC conduit housing and remediate sealant joints with voids throughout.
- Remediate areas of exterior cladding observed with openings/voids potentially allowing for water intrusion points of origin as well as sealing open transitions.
- Remediate single ply roof membrane deficient conditions including unadhered patches, blisters/wrinkles, “fish mouths”, and unadhered membrane associated with parapet walls.
- Remediate metal coping cap conditions with negative sloping that are retaining water.
- Remove and replace oversized equipment curb covers and make conditions watertight.
- Resecure anchor fasteners and seal brackets associated with downspout systems.
- Resecure and seal light fixtures to alleviate water intrusion and exposed wiring.
- Remediate blistered/peeled paint conditions prior to cleaning and painting building.
- Remove and replace withdrawn fasteners.
- Remediate areas of separated roof membrane transitions to adjacent construction.

NOVA recommends performing reassurance moisture infiltration testing after remediations have been completed to verify watertightness integrity of the repairs. NOVA can provide scope of services and costs associated with performance of Exterior Façade Remediation Design Documents as well as Quality Assurance Observations during the remediation phase of this project, if requested.

LIMITATIONS

NOVA's assessment, observations and/or tests reported herein are in no way a guarantee of deficient-free construction, nor do they indicate the only areas of potential deficient construction or failing components which may now, or in the future, contribute to moisture intrusion. NOVA did not perform a "hands-on" assessment of every portion of the building enclosure (only accessible areas associated with the north elevation) and testing was not performed on every construction component situation (i.e., joint, deficiency, or penetration or other areas) where moisture intrusion may occur. NOVA performed testing on areas identified by our staff or on-site personnel/client representative deemed as a potential avenue for moisture intrusion.

NOVA is not responsible for any damage resulting from our assessment and testing or the use of rented equipment. Being that part of our scope involved forensic moisture infiltration testing, moisture intrusion through the exterior façade affecting interior construction components was expected. NOVA's evaluation is not a code compliance survey, nor an As-Built Drawing investigation. NOVA's provided recommendations should not be considered a design document. Any revisions made to the findings enumerated in this report should be brought to the attention of NOVA. If deviations from notated construction or conditions are encountered during remedial applications, NOVA requires notification.

The results and observations presented in this report are time-dependent and as such conditions may have changed since the scope of services was performed. NOVA performed this Scope of Services, which is limited to the specific focus outlined. NOVA's assessment and recommendations represent our professional opinion only and are based solely on the conditions observed from the areas accessible during the site visits.

NOVA was not contracted to provide investigative services to detect the presence of mold or other biological contaminants in or around the building. Client acknowledges that these contaminants are ubiquitous to the environment with amplification occurring when the building materials are impacted by moisture. As such, NOVA cannot and shall not be held responsible for the occurrence of contaminated amplification.

APPENDICES

DEFICIENCIES

- 1.Evidence of current or previously ponded water situated on roofing membrane.
- 2.Stained roofing surfaces (membrane).
- 3.Deteriorated/Missing sealant along joints at building component transitions.
- 4.Spacing without sealant joint associated with wood fascia behind gutter systems.
- 5.Damaged gutter systems create dripping conditions onto roof systems below.
- 6.Damaged gooseneck HVAC conduit housing with voids along sealant joints.
- 7.Deteriorated/Missing sealant at roof penetration transitions.
- 8.Opening in exterior cladding behind metal drip edge flashing/coping cap associated with roof system.
- 9.Sill flashing associated with window systems appears to have a negative slope back towards building exteriors creating stains and mildew growth.
- 10.Void beneath windowsill flashings at transition to stucco cladding.
- 11.Void in sealant along window perimeter sealant joint transition to adjacent construction.
- 12.Unsealed transitions at stucco stops.
- 13.Unsealed through-wall penetrations.
- 14.Crack formations associated with exterior façades.
- 15.Damaged exterior cladding.
- 16.Window perimeter sealant remediations appear incomplete.
- 17.Openings at window assemblies' sill flashing corner transitions to adjacent construction.
- 18.Vegetative debris is situated on roofing membrane.
- 19.Unadhered membrane patch along parapet walls.
- 20.Blisters/Wrinkles in adhered membrane associated with parapet walls.
- 21.Metal coping cap appears to consist of negative slopes and retaining water creating stains and mildew growth.
- 22.Cohesive failure at sealant joint detail between original and addition construction.
- 23.Opening at original to addition construction behind gutter system at wood fascia transition.
- 24.Separation at roof membrane transition to stucco cladding associated with elevator penthouse.
- 25.Metal cover at exhaust fan equipment curb (GRV-1) with unsealed fastener penetrations appears to be larger than necessary creating potential avenue for water infiltration.
- 26.Missing sealant joint detail beneath metal coping cap at transition to stucco exterior cladding.
- 27.Adhesive failure at sealant joint detail transition from stair tower roofing membrane to exterior cladding.
- 28.Unsealed brackets at anchoring fasteners associated with downspout systems.
- 29.Separation of sealant joint detail at original construction to east addition roof membrane along parapet wall transitions.
- 30.Unsecured anchor fasteners associated with downspout systems.
- 31.Withdrawn fasteners with neoprene washers associated with roof metal counter flashing at transition to adjacent construction.
- 32.“Fish mouths” appear to be present in the single-ply roofing membrane behind the gutter systems at the wood fascia.
- 33.Light fixtures unsecured and unsealed to exterior wall systems exposing electrical wiring behind.
- 34.Stained metal panels associated with standing seam roof system.
- 35.Unadhered single-ply roofing membrane along parapet walls.
- 36.Blistered/Peeled paint finishes throughout stucco cladding.
- 37.Deteriorated/Missing/Unadhered sealant joint details along concrete flatwork to exterior wall transitions.
- 38.Crack formations throughout concrete flatwork.
- 39.Unsealed transition at metal flashing from original to addition construction.



CLIENT:
CITY OF PORT ORANGE
1395 DUNLAWTON AVENUE
PORT ORANGE, FL 32127

PROJECT:
PORT ORANGE RECREATIONAL CENTER
4655 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

NOVA PROJECT NO: 10109-0524194

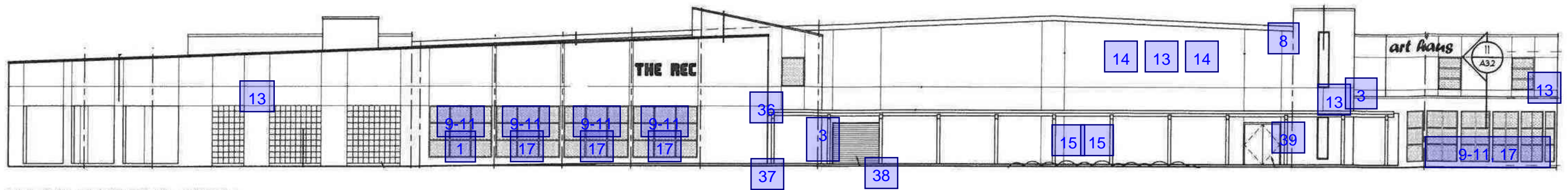
DATES/REVISIONS:		
#	DATE	BY
1	01/27/25	JE

SHEET CONTENTS:

DEFICIENCIES

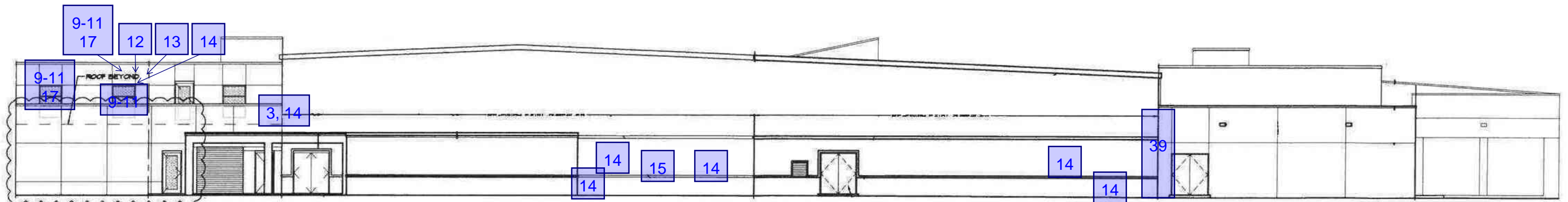
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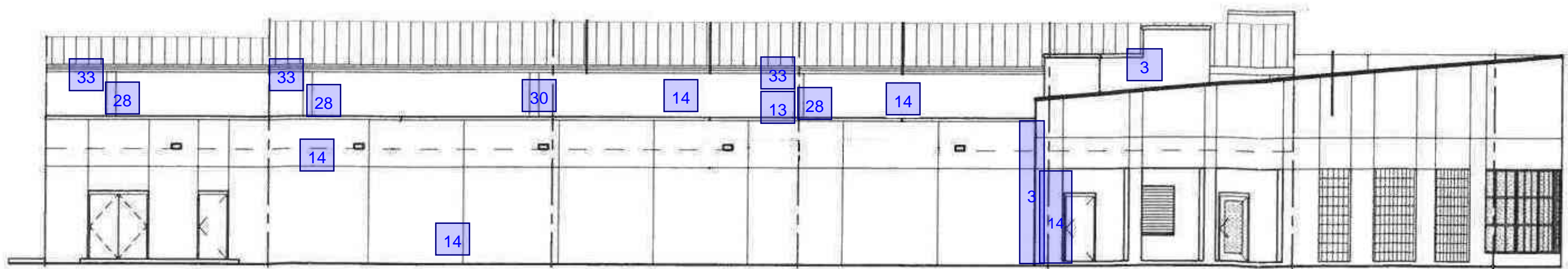
NORTH SIDE ELEVATION

SCALE: 3/32" = 1'-0"



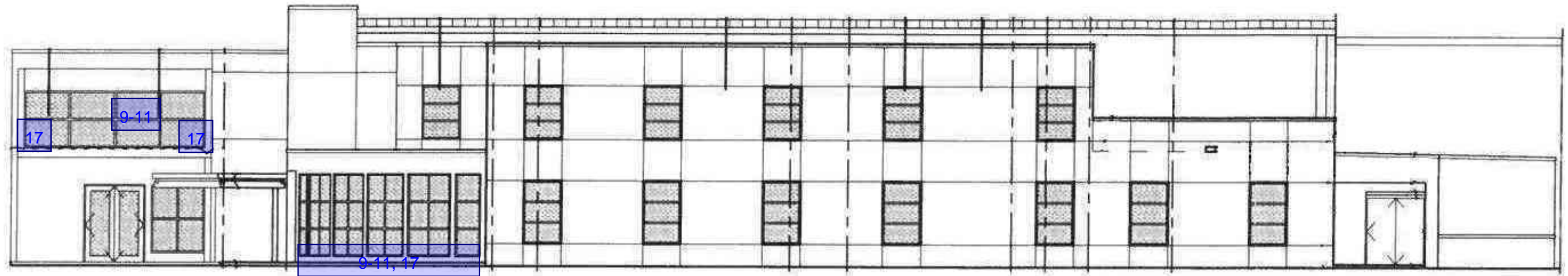
SOUTH SIDE ELEVATION

SCALE: 3/32" = 1'-0"

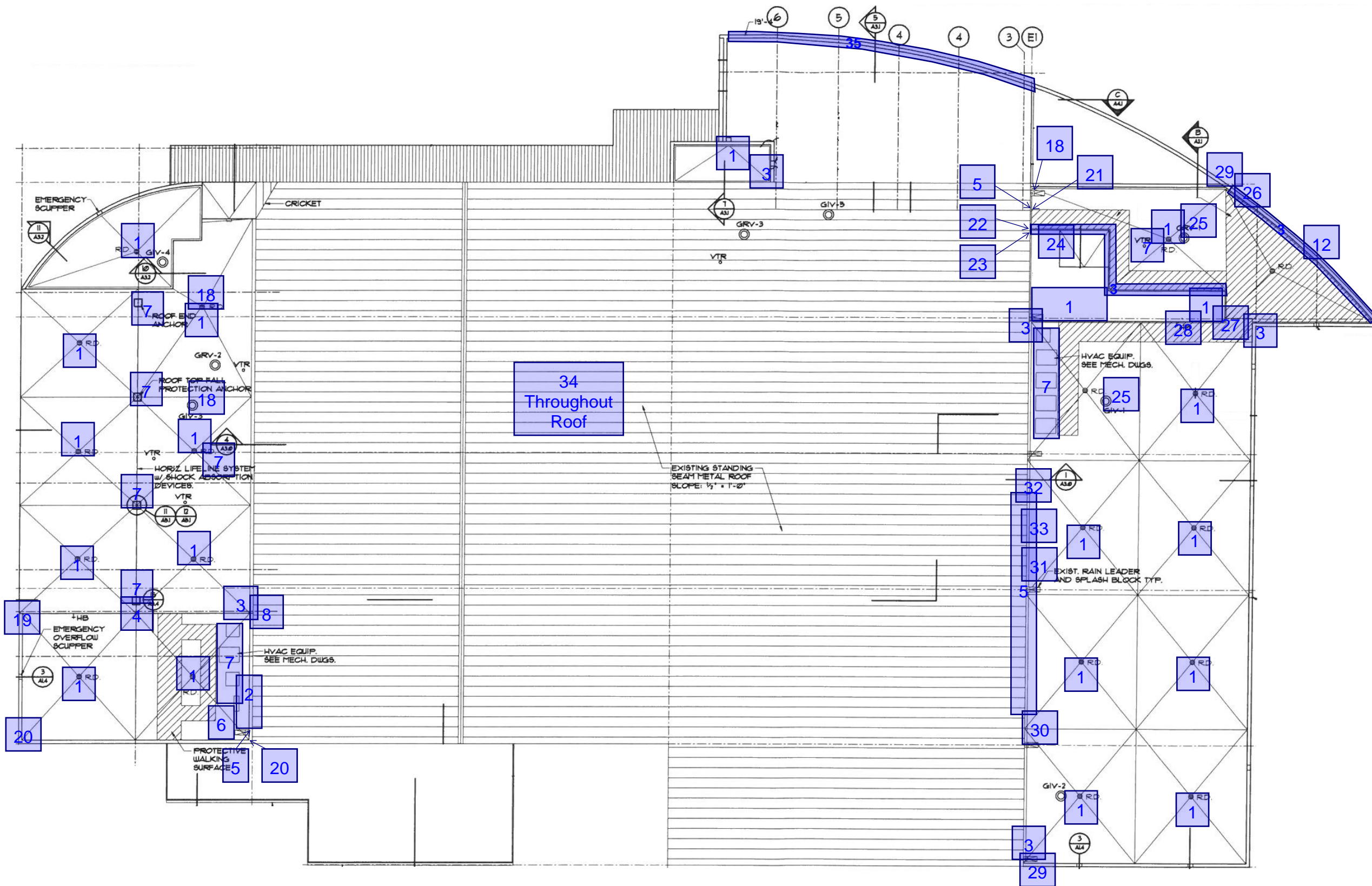


EAST SIDE ELEVATION

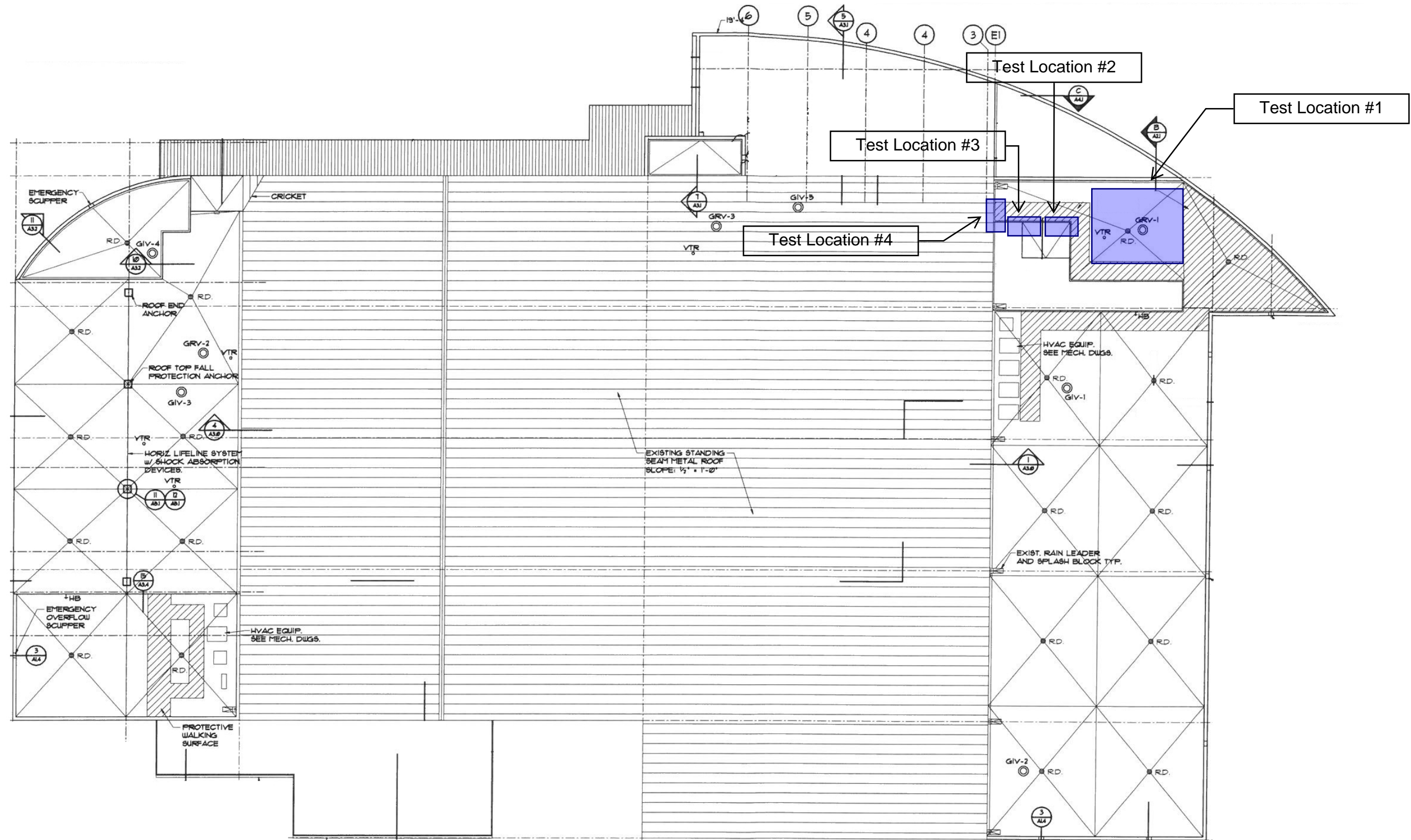
SCALE: 3/32" = 1'-0"



WEST SIDE ELEVATION
 SCALE: 3/32" = 1'-0"



ROOF PLAN
SCALE: 3/32" = 1'-0"

ROOF PLAN
SCALE: 3/32" = 1'-0"
 N

CLIENT:
 CITY OF PORT ORANGE
 1395 DUNLAWTON AVENUE
 PORT ORANGE, FL 32127

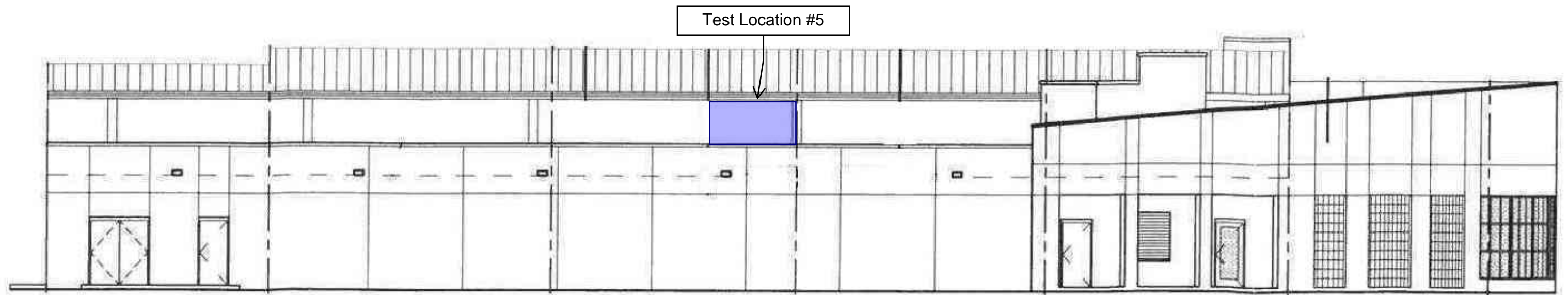
PROJECT:
 PORT ORANGE RECREATIONAL CENTER
 4655 CITY CENTER CIRCLE
 PORT ORANGE, FL 32129
 NOVA PROJECT NO: 10109-0524194

DATES/REVISIONS:

#	DATE	BY
1	01/27/25	JE

SHEET CONTENTS:
 FORENSIC MOISTURE
 INTRUSION TEST
 LOCATIONS

SHEET #:
F-7



EAST SIDE ELEVATION

SCALE: 3/32" = 1'-0"

CLIENT:
 CITY OF PORT ORANGE
 1395 DUNLAWTON AVENUE
 PORT ORANGE, FL 32127

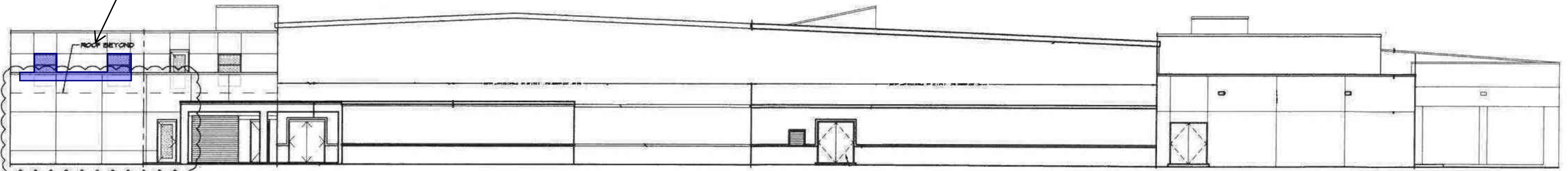
PROJECT:
 PORT ORANGE RECREATIONAL CENTER
 4655 CITY CENTER CIRCLE
 PORT ORANGE, FL 32129
 NOVA PROJECT NO: 10109-0524194

DATES/REVISIONS:		
#	DATE	BY
1	01/27/25	JE

SHEET CONTENTS:
 FORENSIC MOISTURE
 INTRUSION TEST
 LOCATIONS

SHEET #:
F-8

Test Location #6



SOUTH SIDE ELEVATION
SCALE: 3/32" = 1'-0"



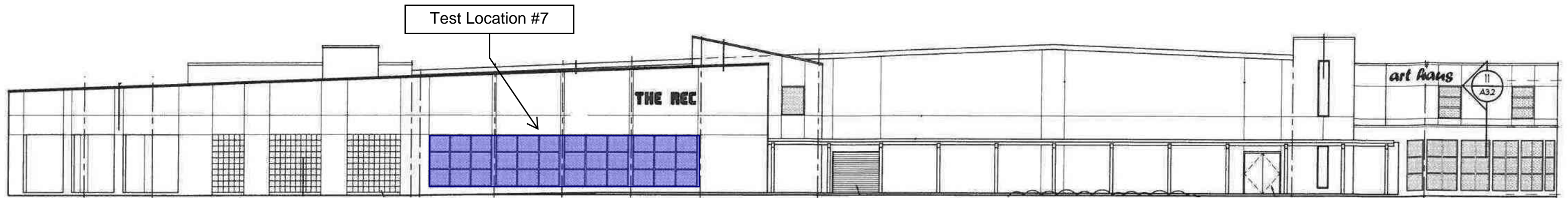
CLIENT:
CITY OF PORT ORANGE
1395 DUNLAWTON AVENUE
PORT ORANGE, FL 32127

PROJECT:
PORT ORANGE RECREATIONAL CENTER
4655 CITY CENTER CIRCLE
PORT ORANGE, FL 32129
NOVA PROJECT NO: 10109-0524194

DATES/REVISIONS:		
#	DATE	BY
1	01/27/25	JE

SHEET CONTENTS:
FORENSIC MOISTURE
INTRUSION TEST
LOCATIONS

SHEET #:
F-9



NORTH SIDE ELEVATION

SCALE: 3/32" = 1'-0"

CLIENT:
 CITY OF PORT ORANGE
 1395 DUNLAWTON AVENUE
 PORT ORANGE, FL 32127

PROJECT:
 PORT ORANGE RECREATIONAL CENTER
 4655 CITY CENTER CIRCLE
 PORT ORANGE, FL 32129
 NOVA PROJECT NO: 10109-0524194

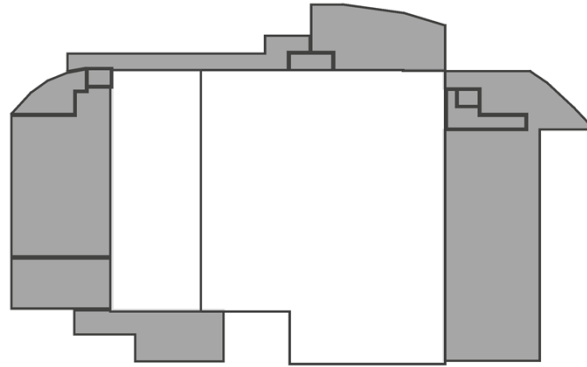
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#	DATE	BY
1	01/27/25	JE

SHEET CONTENTS:
 FORENSIC MOISTURE
 INTRUSION TEST
 LOCATIONS

SHEET #:
F-10



4655 City Center Cir, Port Orange, FL 32129



In this 3D model, facets appear as semi-transparent to reveal overhangs.

Report Details

Report: 63295171

Roof/Wall Details

Total Roof Area = 33,857 sq ft
 Total Roof Facets = 13
 Predominant Pitch = 1/12
 Number of Stories >1
 Total Ridges/Hips = 112 ft
 Total Valleys = 0 ft
 Total Rakes = 309 ft
 Total Eaves = 399 ft
 Total Penetrations = 85
 Total Penetrations Perimeter = 396 ft
 Total Penetrations Area = 197 sq ft
 Total Wall Area = 20195.6 sq ft
 Total Wall Facets = 74

Report Contents

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 Report Summary21
 Wall Report Summary23

Contact: JULIA ERASO
 Company: NOVA ENGINEERING
 Address: 650 NORTHLAKE BLVD STE 430
 ALTAMONTE SPRINGS FL 32701
 Phone: 407-902-2660

Measurements provided by www.eagleview.com



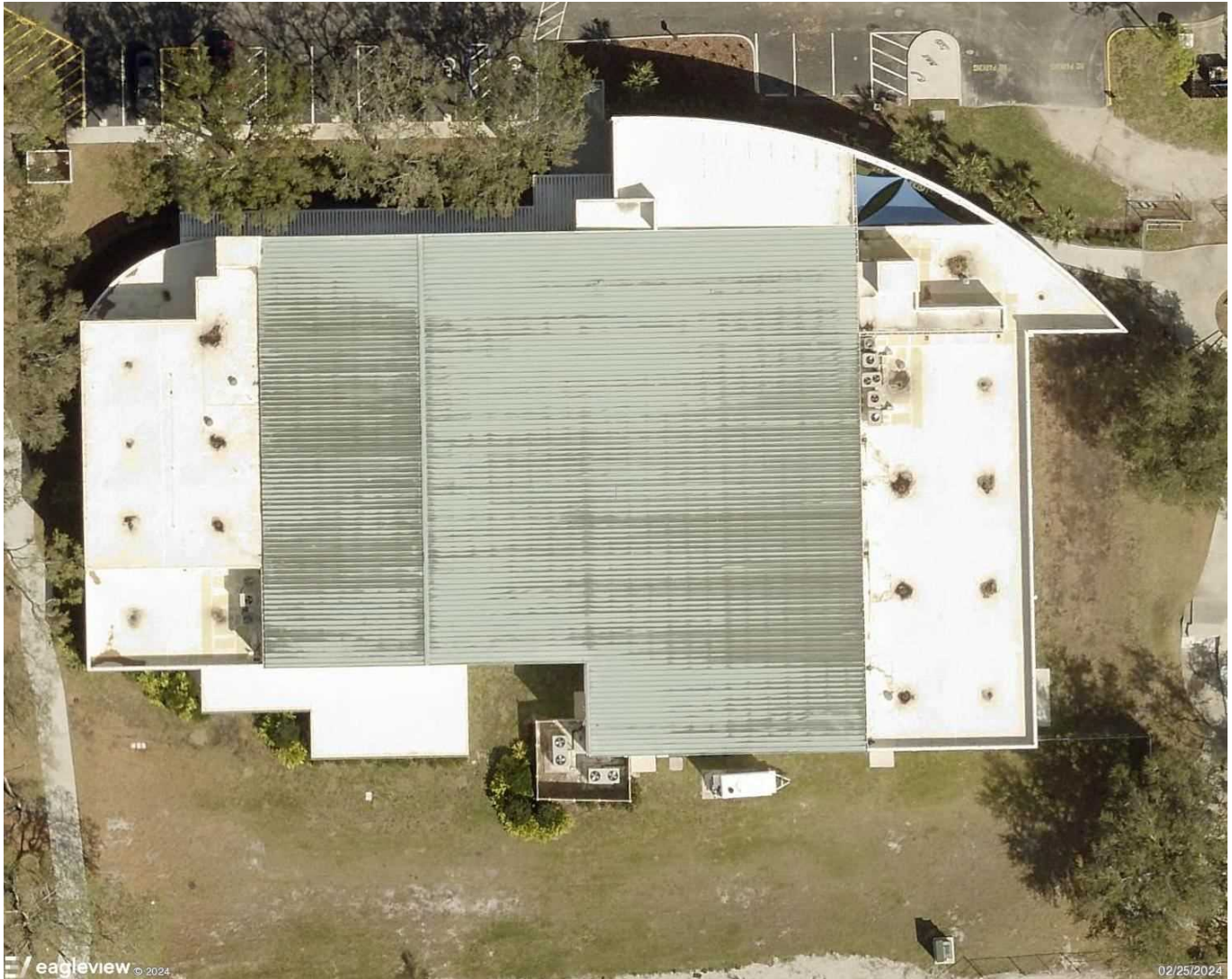
Certified Accurate
 Certified accuracy on all roof reports.



Satisfaction Guaranteed
 Satisfaction guaranteed on all wall reports.

Images

The following aerial images show different angles of this structure for your reference.



North Side



South Side



East Side

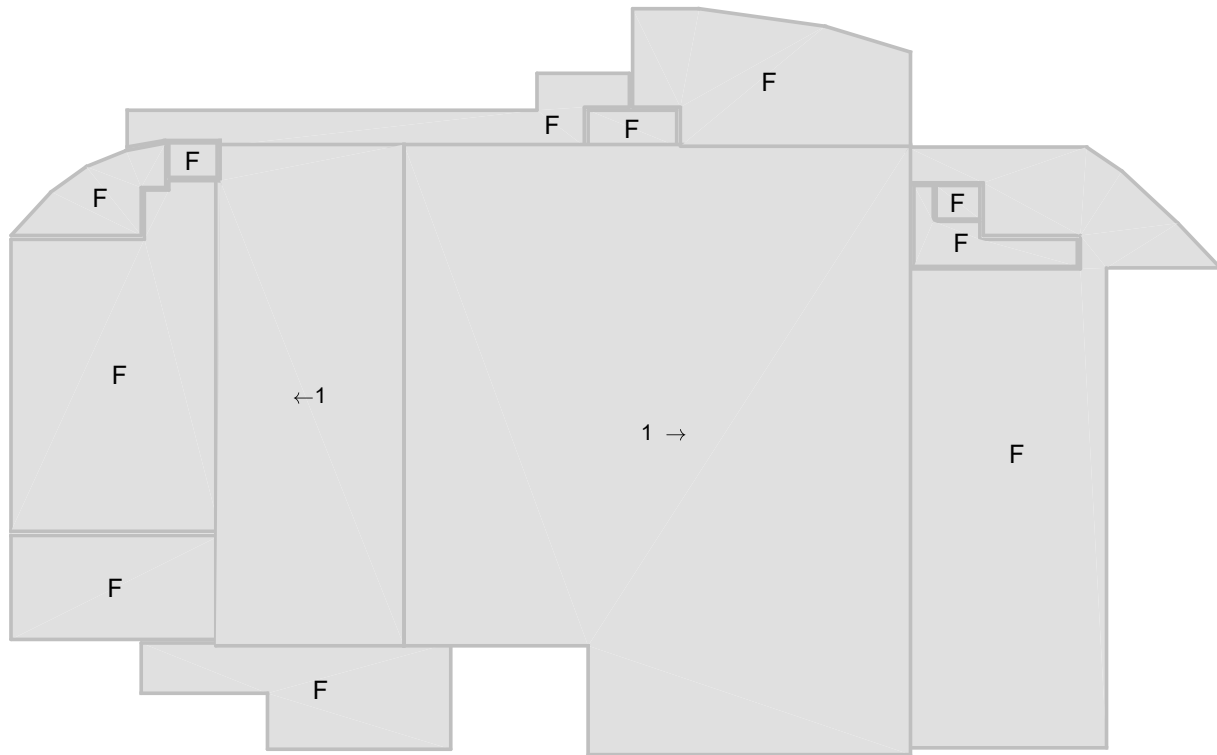


West Side

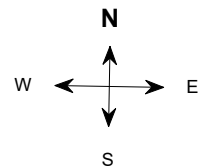


Pitch Diagram

Pitch values are shown in inches per foot, and arrows indicate slope direction. The predominant pitch on this roof is 1/12.



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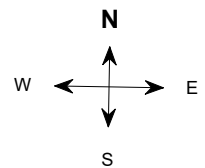
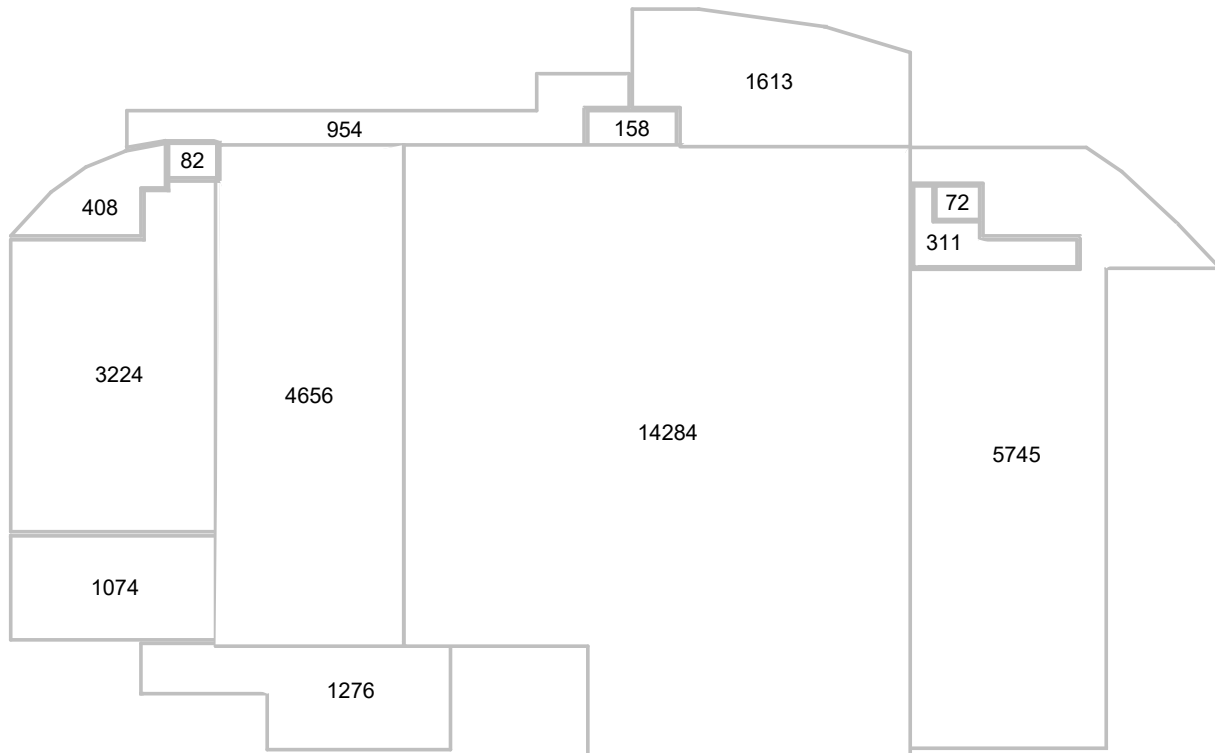


Note: This diagram contains labeled pitches for facet areas larger than 20 square feet. In some cases, pitch labels have been removed for readability. Plus signs preface some numbers to avoid confusion when rotated (e.g. +6 and +9). Gray shading indicates flat, 1/12 or 2/12 pitches. If present, a value of "F" indicates a flat facet (no pitch).



Area Diagram

Total Area = 33,857 sq ft, with 13 facets.

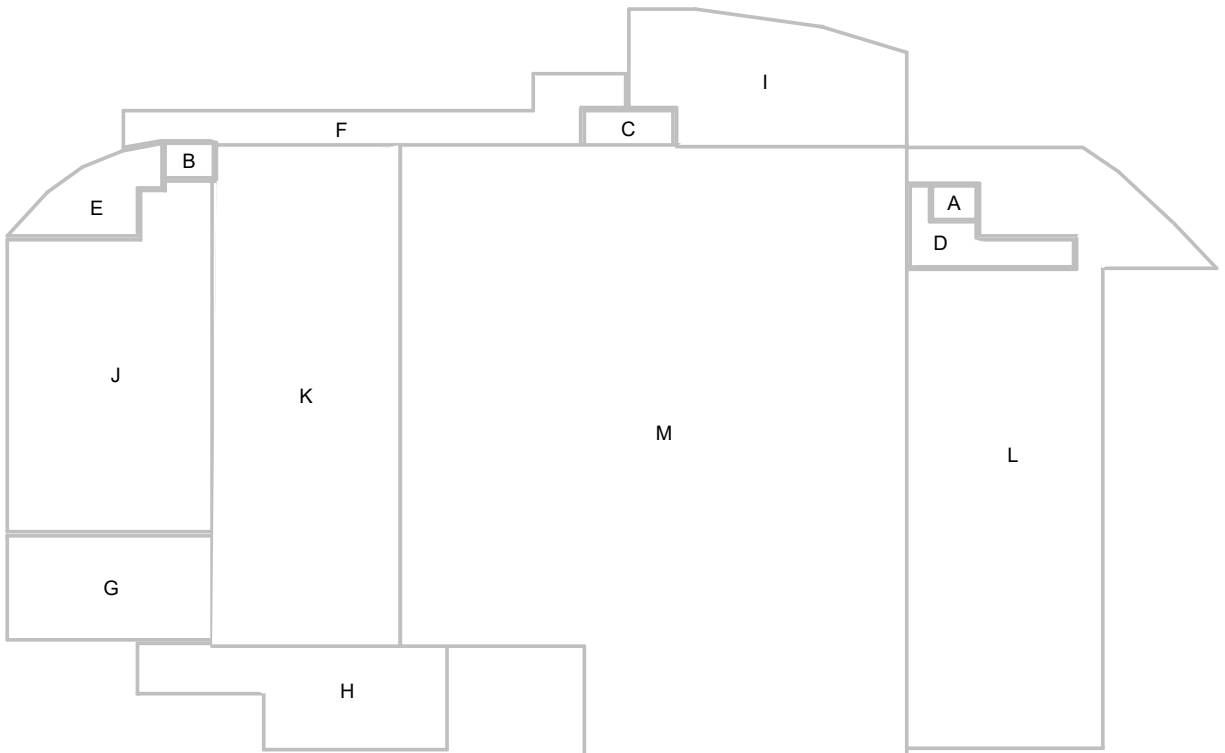


Note: This diagram shows the square feet of each roof facet (rounded to the nearest foot). The total area in square feet, at the top of this page, is based on the non-rounded values of each roof facet (rounded to the nearest square foot after being totaled).

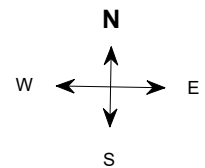


Notes Diagram

Roof facets are labeled from smallest to largest (A to Z) for easy reference.



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Penetrations Notes Diagram

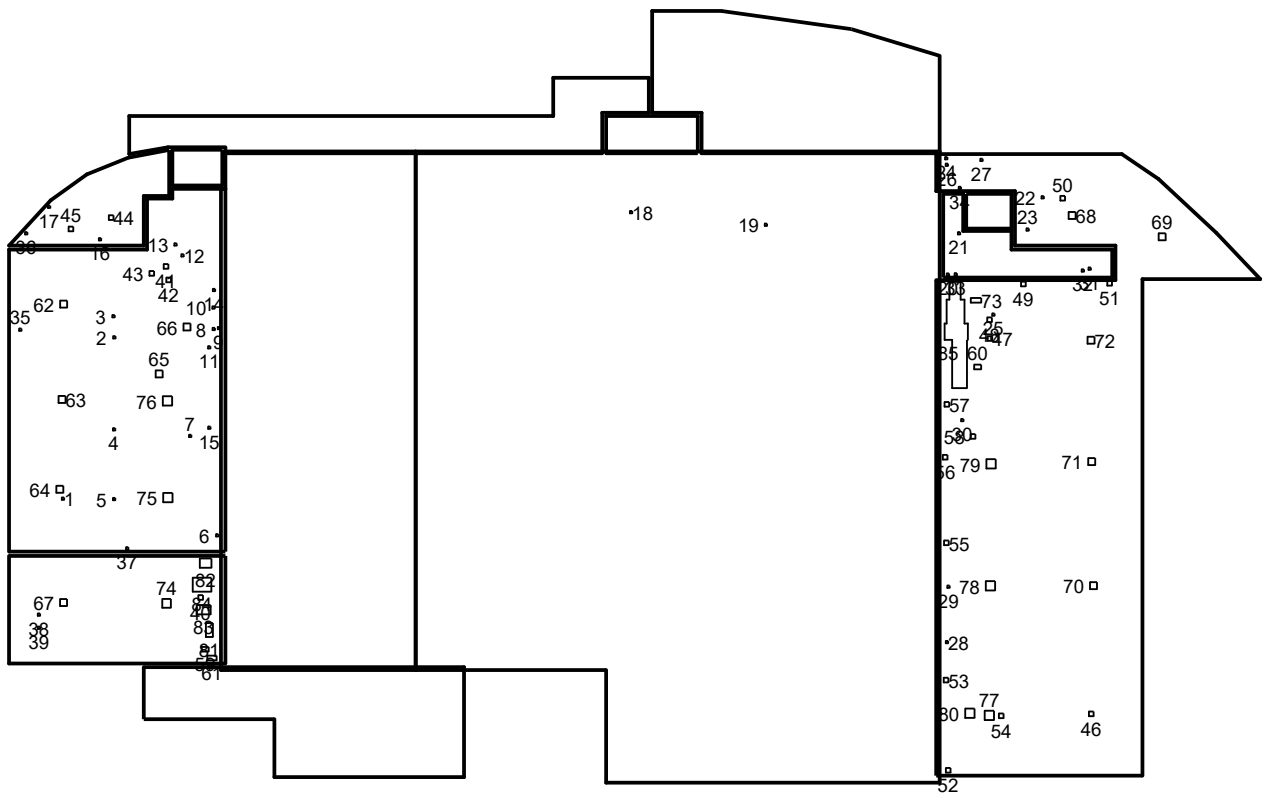
Penetrations are labeled from smallest to largest for easy reference.

Total Penetrations = 85

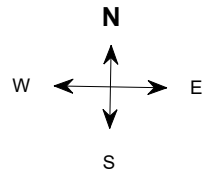
Total Penetrations Area = 197 sq ft

Total Penetrations Perimeter = 396 ft

Total Roof Area Less Penetrations = 33,660 sq ft



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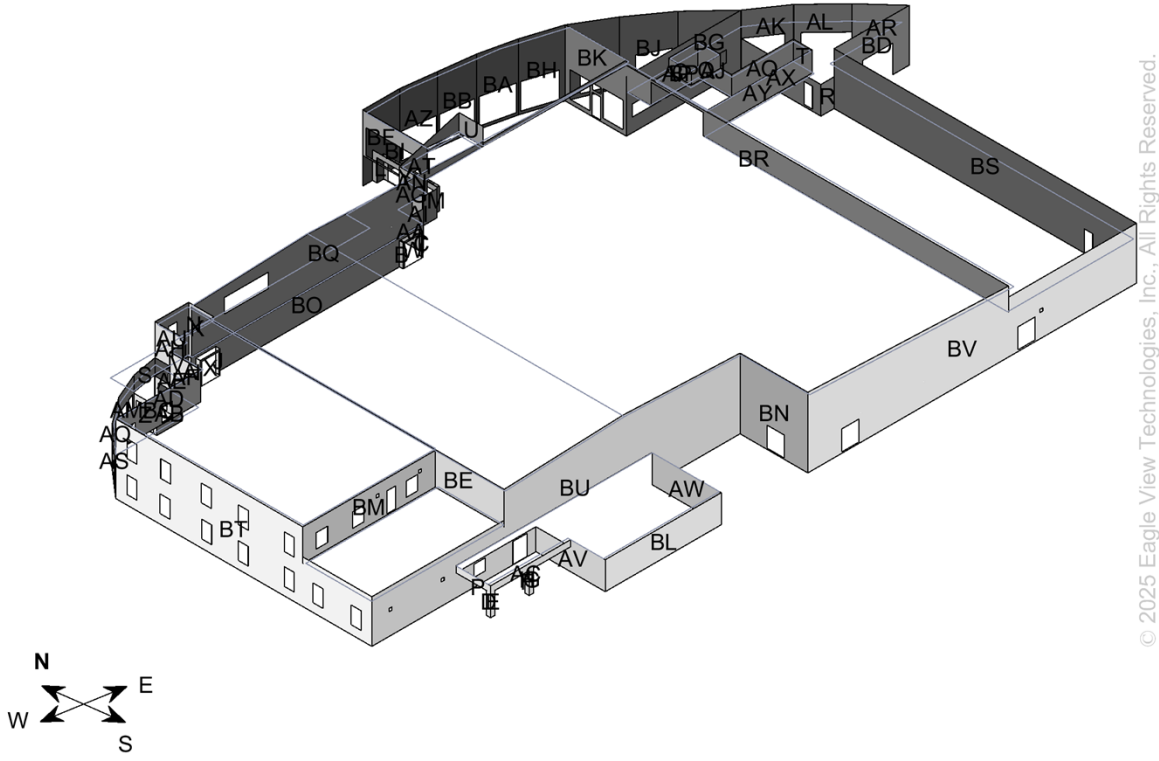
Report: 63295171

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Wall Area Diagram

Total Wall Area = 20195.6 sq ft, with 74 facets.

Total Wall Area with Windows and Doors = 22,503 sq ft



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Wall Area by Direction

North	East	South	West
D - 11.4 sq ft	A - 8.5 sq ft	K - 13.3 sq ft	C - 9.7 sq ft
H - 11.4 sq ft	B - 9.7 sq ft	Q - 43.1 sq ft	F - 11.4 sq ft
L - 18.4 sq ft	E - 11.4 sq ft	AC - 82.9 sq ft	J - 12.2 sq ft
M - 18.4 sq ft	G - 11.4 sq ft	AY - 271.2 sq ft	O - 33.6 sq ft
R - 44.6 sq ft	I - 12.2 sq ft	BD - 298.5 sq ft	P - 37.4 sq ft
S - 46.5 sq ft	N - 22.9 sq ft	BL - 396.3 sq ft	Y - 61 sq ft
V - 53.7 sq ft	T - 46.7 sq ft	BM - 435.9 sq ft	AA - 73.9 sq ft
W - 11.3 sq ft	U - 51 sq ft	BU - 2294.9 sq ft	AD - 64.1 sq ft
X - 11.2 sq ft	Z - 28.1 sq ft	BV - 2358.4 sq ft	AF - 88.8 sq ft
AB - 45.2 sq ft	AJ - 118.2 sq ft		AG - 104.5 sq ft
AE - 83.4 sq ft	AW - 236.7 sq ft		AH - 114.5 sq ft
AI - 117 sq ft	AX - 237.8 sq ft		AN - 38.2 sq ft
AK - 135.4 sq ft	BR - 1276 sq ft		AV - 210.7 sq ft
AL - 140.8 sq ft	BS - 1871 sq ft		BE - 298.8 sq ft
AM - 88.3 sq ft			BI - 139.6 sq ft
AO - 154.4 sq ft			BN - 541.6 sq ft
AP - 160.1 sq ft			BT - 1706 sq ft
AQ - 86.9 sq ft			
AR - 174 sq ft			



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Wall Area by Direction continued...

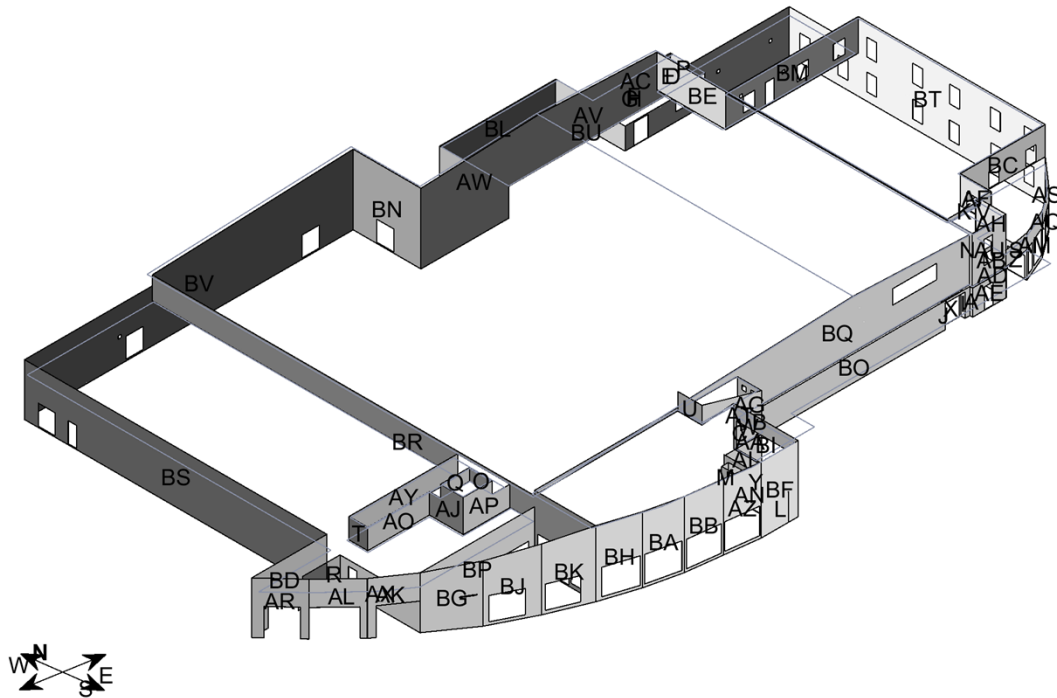
<u>North</u>	<u>East</u>	<u>South</u>	<u>West</u>
AS - 115.3 sq ft AT - 167 sq ft AU - 165.5 sq ft AZ - 176.4 sq ft BA - 184.5 sq ft BB - 185.6 sq ft BC - 257.5 sq ft BF - 300.9 sq ft BG - 302.1 sq ft BH - 206.6 sq ft BJ - 240.1 sq ft BK - 250.7 sq ft BO - 609.4 sq ft BP - 613.7 sq ft BQ - 1325.6 sq ft			
6513.3 sq ft	3941.6 sq ft	6194.5 sq ft	3546 sq ft



Alternate Wall View

Total Wall Area = 20195.6 sq ft, with 74 facets.

Total Wall Area with Windows and Doors = 22,503 sq ft



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Wall Area by Direction

North	East	South	West
D - 11.4 sq ft H - 11.4 sq ft L - 18.4 sq ft M - 18.4 sq ft R - 44.6 sq ft S - 46.5 sq ft V - 53.7 sq ft W - 11.3 sq ft X - 11.2 sq ft AB - 45.2 sq ft AE - 83.4 sq ft AI - 117 sq ft AK - 135.4 sq ft AL - 140.8 sq ft AM - 88.3 sq ft AO - 154.4 sq ft AP - 160.1 sq ft AQ - 86.9 sq ft AR - 174 sq ft	A - 8.5 sq ft B - 9.7 sq ft E - 11.4 sq ft G - 11.4 sq ft I - 12.2 sq ft N - 22.9 sq ft T - 46.7 sq ft U - 51 sq ft Z - 28.1 sq ft AJ - 118.2 sq ft AW - 236.7 sq ft AX - 237.8 sq ft BR - 1276 sq ft BS - 1871 sq ft	K - 13.3 sq ft Q - 43.1 sq ft AC - 82.9 sq ft AY - 271.2 sq ft BD - 298.5 sq ft BL - 396.3 sq ft BM - 435.9 sq ft BU - 2294.9 sq ft BV - 2358.4 sq ft	C - 9.7 sq ft F - 11.4 sq ft J - 12.2 sq ft O - 33.6 sq ft P - 37.4 sq ft Y - 61 sq ft AA - 73.9 sq ft AD - 64.1 sq ft AF - 88.8 sq ft AG - 104.5 sq ft AH - 114.5 sq ft AN - 38.2 sq ft AV - 210.7 sq ft BE - 298.8 sq ft BI - 139.6 sq ft BN - 541.6 sq ft BT - 1706 sq ft



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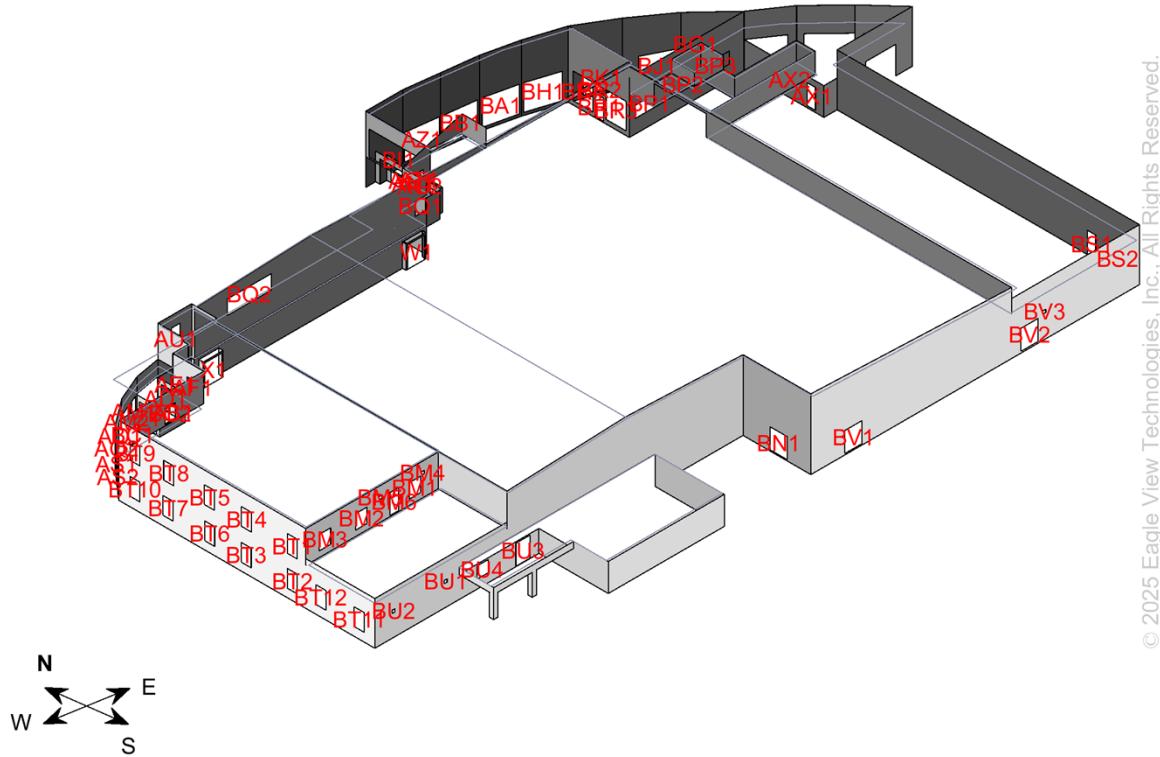
Wall Area by Direction continued...

<u>North</u>	<u>East</u>	<u>South</u>	<u>West</u>
AS - 115.3 sq ft AT - 167 sq ft AU - 165.5 sq ft AZ - 176.4 sq ft BA - 184.5 sq ft BB - 185.6 sq ft BC - 257.5 sq ft BF - 300.9 sq ft BG - 302.1 sq ft BH - 206.6 sq ft BJ - 240.1 sq ft BK - 250.7 sq ft BO - 609.4 sq ft BP - 613.7 sq ft BQ - 1325.6 sq ft			
6513.3 sq ft	3941.6 sq ft	6194.5 sq ft	3546 sq ft

Window and Door Diagram

Total Window and Door Area = 2307 sq ft, with 67 windows and doors

Total Window and Door Perimeter = 1487 ft



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Window and Door Measurements

North	East	South	West
W1 - 44.7 sq ft	Z1 - 42 sq ft	BM1 - 20 sq ft	AD1 - 21 sq ft
X1 - 44.9 sq ft	AX1 - 21 sq ft	BM2 - 20 sq ft	AF1 - 17.5 sq ft
AB1 - 33.8 sq ft	AX2 - 11.3 sq ft	BM3 - 20 sq ft	AG1 - 2.3 sq ft
AE1 - 21 sq ft	BR1 - 21 sq ft	BM4 - 1 sq ft	AG2 - 2.3 sq ft
AM1 - 20 sq ft	BR2 - 6 sq ft	BM5 - 1 sq ft	AN1 - 111.8 sq ft
AM2 - 40 sq ft	BR3 - 63 sq ft	BM6 - 21 sq ft	BI1 - 174.2 sq ft
AQ1 - 38 sq ft	BR4 - 63 sq ft	BU1 - 1 sq ft	BN1 - 42 sq ft
AQ2 - 36 sq ft	BS1 - 21 sq ft	BU2 - 1 sq ft	BT1 - 21 sq ft
AS1 - 40 sq ft	BS2 - 42 sq ft	BU3 - 35 sq ft	BT2 - 21 sq ft
AS2 - 20 sq ft		BU4 - 16 sq ft	BT3 - 21 sq ft
AT1 - 15.8 sq ft		BV1 - 42 sq ft	BT4 - 21 sq ft
AU1 - 24 sq ft		BV2 - 42 sq ft	BT5 - 21 sq ft
AZ1 - 99 sq ft		BV3 - 1 sq ft	BT6 - 21 sq ft
BA1 - 99 sq ft			BT7 - 21 sq ft
BB1 - 99 sq ft			BT8 - 21 sq ft
BC1 - 17.5 sq ft			BT9 - 21 sq ft
BC2 - 17.5 sq ft			BT10 - 21 sq ft
BG1 - 1.1 sq ft			BT11 - 21 sq ft
BH1 - 96.7 sq ft			BT12 - 21 sq ft



Report: 63295171

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Window and Door Measurements continued...

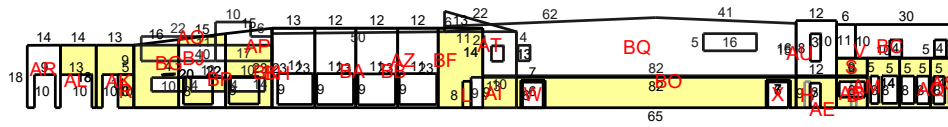
<u>North</u>	<u>East</u>	<u>South</u>	<u>West</u>
BJ1 - 76 sq ft BK1 - 76 sq ft BP1 - 39.9 sq ft BP2 - 39.9 sq ft BP3 - 39.9 sq ft BQ1 - 15.8 sq ft BQ2 - 77.5 sq ft			
1173 sq ft	290.3 sq ft	221 sq ft	623.1 sq ft



North Elevation Diagram

Top of Walls = 650 ft

Bottom of Walls = 621 ft



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North Elevation Details

Wall	Wall Area	Window & Door Area	Window & Door Perimeter	Window & Door Count
D	11.4	0.0	0.0	0
H	11.4	0.0	0.0	0
L	18.4	0.0	0.0	0
M	18.4	0.0	0.0	0
R	44.6	0.0	0.0	0
S	46.5	0.0	0.0	0
V	53.7	0.0	0.0	0
W	11.3	44.7	27.0	1
X	11.2	44.9	27.0	1
AB	45.2	33.8	24.0	1
AE	83.4	21.0	20.0	1
AI	117.0	0.0	0.0	0
AK	135.4	0.0	0.0	0
AL	140.8	0.0	0.0	0
AM	88.3	60.0	47.0	2
AO	154.4	0.0	0.0	0
AP	160.1	0.0	0.0	0
AQ	86.9	74.0	50.4	2
AR	174.0	0.0	0.0	0

Note: On-site verification of yellow shaded areas is needed. Details are on the Wall Report Summary Page. This diagram shows segment lengths rounded to the nearest whole number. The window & door and wall area in square feet (rounded to the nearest tenth) is based on the actual (non-rounded) value of each segment length.



Report: 63295171

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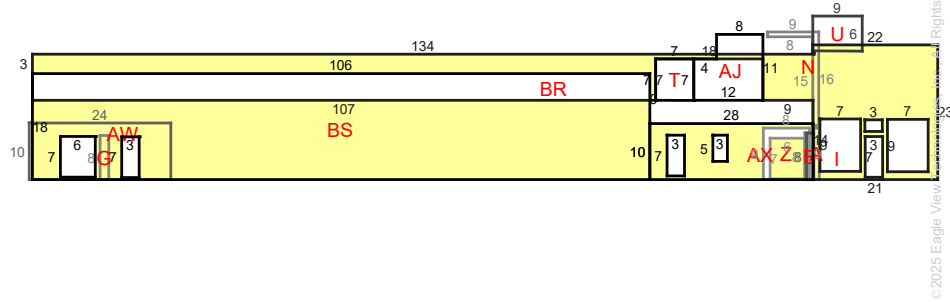
North Elevation Details continued...

Wall	Wall Area	Window & Door Area	Window & Door Perimeter	Window & Door Count
AS	115.3	60.0	47.0	2
AT	167.0	15.8	16.0	1
AU	165.5	24.0	22.0	1
AZ	176.4	99.0	40.0	1
BA	184.5	99.0	40.0	1
BB	185.6	99.0	40.0	1
BC	257.5	35.0	34.0	2
BF	300.9	0.0	0.0	0
BG	302.1	1.1	9.4	1
BH	206.6	96.7	39.4	1
BJ	240.1	76.0	35.0	1
BK	250.7	76.0	35.0	1
BO	609.4	0.0	0.0	0
BP	613.7	119.7	84.0	3
BQ	1325.6	93.3	57.0	2
Total	6513.3 sq ft	1173 sq ft	694.2 ft	26

East Elevation Diagram

Top of Walls = 365 ft

Bottom of Walls = 357 ft



East Elevation Details

Wall	Wall Area	Window & Door Area	Window & Door Perimeter	Window & Door Count
A	8.5	0.0	0.0	0
B	9.7	0.0	0.0	0
E	11.4	0.0	0.0	0
G	11.4	0.0	0.0	0
I	12.2	0.0	0.0	0
N	22.9	0.0	0.0	0
T	46.7	0.0	0.0	0
U	51.0	0.0	0.0	0
Z	28.1	42.0	26.0	1
AJ	118.2	0.0	0.0	0
AW	236.7	0.0	0.0	0
AX	237.8	32.3	34.0	2
BR	1276.0	153.0	94.0	4
BS	1871.0	63.0	46.0	2
Total	3941.6 sq ft	290.3 sq ft	200 ft	9

Note: On-site verification of yellow shaded areas is needed. Details are on the Wall Report Summary Page. This diagram shows segment lengths rounded to the nearest whole number. The window & door and wall area in square feet (rounded to the nearest tenth) is based on the actual (non-rounded) value of each segment length.



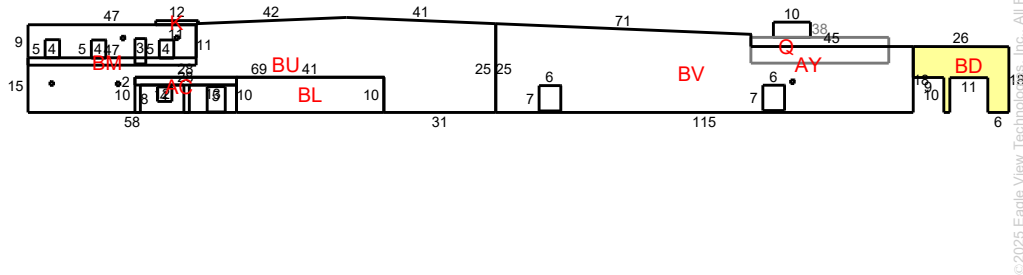
Report: 63295171

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South Elevation Diagram

Top of Walls = 475 ft

Bottom of Walls = 475 ft



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South Elevation Details

Wall	Wall Area	Window & Door Area	Window & Door Perimeter	Window & Door Count
K	13.3	0.0	0.0	0
Q	43.1	0.0	0.0	0
AC	82.9	0.0	0.0	0
AY	271.2	0.0	0.0	0
BD	298.5	0.0	0.0	0
BL	396.3	0.0	0.0	0
BM	435.9	83.0	82.0	6
BU	2294.9	53.0	48.0	4
BV	2358.4	85.0	56.0	3
Total	6194.5 sq ft	221 sq ft	186 ft	13

Note: On-site verification of yellow shaded areas is needed. Details are on the Wall Report Summary Page. This diagram shows segment lengths rounded to the nearest whole number. The window & door and wall area in square feet (rounded to the nearest tenth) is based on the actual (non-rounded) value of each segment length.



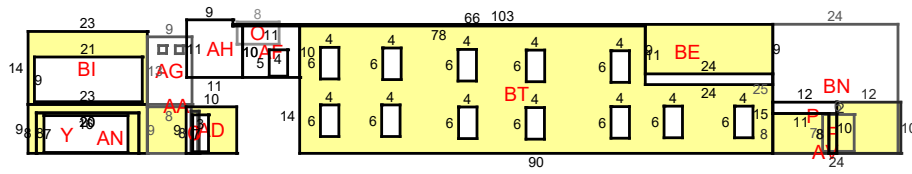
Report: 63295171

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West Elevation Diagram

Top of Walls = 378 ft

Bottom of Walls = 378 ft



West Elevation Details

Wall	Wall Area	Window & Door Area	Window & Door Perimeter	Window & Door Count
C	9.7	0.0	0.0	0
F	11.4	0.0	0.0	0
J	12.2	0.0	0.0	0
O	33.6	0.0	0.0	0
P	37.4	0.0	0.0	0
Y	61.0	0.0	0.0	0
AA	73.9	0.0	0.0	0
AD	64.1	21.0	20.0	1
AF	88.8	17.5	17.0	1
AG	104.5	4.6	12.0	2
AH	114.5	0.0	0.0	0
AN	38.2	111.8	46.0	1
AV	210.7	0.0	0.0	0
BE	298.8	0.0	0.0	0
BI	139.6	174.2	58.0	1
BN	541.6	42.0	26.0	1
BT	1706.0	252.0	228.0	12

Note: On-site verification of yellow shaded areas is needed. Details are on the Wall Report Summary Page. This diagram shows segment lengths rounded to the nearest whole number. The window & door and wall area in square feet (rounded to the nearest tenth) is based on the actual (non-rounded) value of each segment length.



Report: 63295171

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West Elevation Details continued...

Wall	Wall Area	Window & Door Area	Window & Door Perimeter	Window & Door Count
Total	3546 sq ft	623.1 sq ft	407 ft	19



Report Summary

Below is a measurement summary using the values presented in this report.

All Structures

Areas per Pitch		
Roof Pitches	0/12	1/12
Area (sq ft)	14916.3	18940.4
% of Roof	44.1%	55.9%

The table above lists each pitch on this roof and the total area and percent (both rounded) of the roof with that pitch.

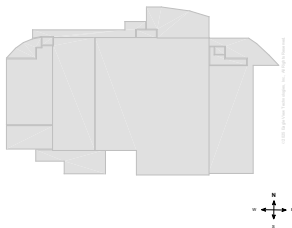
Waste Calculation Table							
Waste %	0%	10%	12%	15%	17%	20%	22%
Area (sq ft)	33,857	37242.7	37919.8	38935.6	39612.7	40628.4	41305.5
Squares	338.6	372.4	379.2	389.4	396.1	406.3	413.1

This table shows the total roof area and squares (rounded up to the nearest decimal) based upon different waste percentages. The waste factor is subject to the complexity of the roof, individual roofing techniques and your experience. Please consider this when calculating appropriate waste percentages. Note that only roof area is included in these waste calculations. Additional materials needed for ridge, hip, valley, and starter lengths are not included.

Penetrations	1-2	3-39	40-58	59-60	61	62-72	73	74	75-80	81
Area (sq ft)	0.2	0.3	1	1.5	2	2.2	2.2	3.5	4	4.5
Perimeter (ft)	2	2	4	5	6	6	6.4	7.4	8	9
	82	83	84	85						
Area (sq ft)	5	6	12	79.4						
Perimeter (ft)	9	10	14	55.5						

Any measured penetration smaller than 3x3 feet may need field verification. Accuracy is not guaranteed. The total penetration area is not subtracted from the total roof area.

All Structures Totals



Total Roof Facets = 13
Total Penetrations = 85

Lengths, Areas and Pitches

Ridges = 112 ft (1 Ridges)
Hips = 0 ft (0 Hips).
Valleys = 0 ft (0 Valleys)
Rakes † = 309 ft (5 Rakes)
Eaves/Starter ‡ = 399 ft (8 Eaves)
Drip Edge (Eaves + Rakes) = 708 ft (13 Lengths)
Parapet Walls = 1,541 (67 Lengths).
Flashing = 138 ft (8 Lengths)
Step flashing = 1 ft (1 Lengths)
Total Penetrations Area = 197 sq ft
Total Roof Area Less Penetrations = 33,660 sq ft
Total Penetrations Perimeter = 396 ft
Predominant Pitch = 1/12
Total Area (All Pitches) = 33,857 sq ft

Property Location

Longitude = -81.0189279
Latitude = 29.1275896

Notes

This was ordered as a commercial property. There were no changes to the structure in the past four years.

† Rakes are defined as roof edges that are sloped (not level).
‡ Eaves are defined as roof edges that are not sloped and level.



Parapet Wall Area Table

Wall Height (ft)	1	2	3	4	5	6	7
Vertical Wall Area (sq ft)	1541	3082	4623	6164	7705	9246	10787

This table provides common parapet wall heights to aid you in calculating the total vertical area of these walls. Note that these values assume a 90 degree angle at the base of the wall. Allow for extra materials to cover cant strips and tapered edges.

Online Maps

Online map of property

http://maps.google.com/maps?f=q&source=s_q&hl=en&geocode=&q=4655+City+Center+Cir,Port+Orange,FL,32129

Directions from NOVA ENGINEERING to this property

http://maps.google.com/maps?f=d&source=s_d&saddr=650+NORTHLAKE+BLVD+STE+430,ALTAMONTE+SPRINGS,FL,32701&daddr=4655+City+Center+Cir,Port+Orange,FL,32129

Enclosed is your ClaimsReady report. Please click the link to supplement your report with a walls report that includes areas of facets and cut-outs, line lengths, a notes diagram, and waste table calculations. [Request a walls report.](#)



Report: 63295171

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Wall Report Summary

Below is a measurement summary using the values presented in this report.

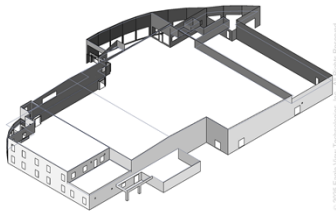
Wall Area Waste Calculation Table (excluding windows and doors)

Waste %	0%	10%	11%	12%	13%	14%	15%	20%
Area (sq ft)	20195.6	22215.2	22417.1	22619.1	22821.0	23023.0	23224.9	24234.7
Squares	202.0	222.2	224.2	226.2	228.2	230.2	232.2	242.3

This table shows the total wall area excluding windows and doors, based upon different waste percentages. The waste factor is subject to the complexity of the structure, image quality, siding techniques and your experience. Please consider this when calculating appropriate waste percentages. Note that only the wall area is included in these waste calculations. Accessories may require additional material.

Report Comments

Due to obstructions in available images of this property, please verify measurements on portion of structure highlighted in yellow.



Total Lengths & Areas

Wall Area = 20195.6 sq ft
 Wall Area with Windows and Doors = 22,503 sq ft
 Top of Walls = 1,867 ft
 Bottom of Walls = 1,829 ft
 Inside Corners = 288 ft
 Outside Corners = 476 ft
 Inside Corners > 90° = 0 ft
 Outside Corners > 90° = 24 ft
 Window and Door Area = 2307 sq ft
 Window and Door Perimeter = 1487.2 ft

Total Wall Facets = 74

Total Windows and Doors = 67

Enclosed is your ClaimsReady report. Please click the link to supplement your report with a walls report that includes areas of facets and cut-outs, line lengths, a notes diagram, and waste table calculations. [Request a walls report.](#)

Wall measurements should be field verified to confirm accuracy. Wall areas assume that flat soffits exist at the eaves. If sloped soffits are present, wall height and wall area measurements will likely be off.



Report: 63295171

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Important Legal Notice and Disclaimer

Notice and Disclaimer

No Warranty: The Copyrighted Materials are provided to you "as is," and you agree to use it at your own risk.

EagleView Technologies makes no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from the Copyrighted Materials.

Contractors agree to always conduct a preliminary site survey to verify Roof Report ordered. In the event of an error in a Report, your sole remedy will be a refund of the fees paid by you to obtain this Report.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/14/2025

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 and Brown Insurance Services, Inc PO Box 2412 Daytona Beach FL 32115		CONTACT NAME: Brenda Klaus PHONE (A/C, No, Ext): (386) 361-5292 E-MAIL ADDRESS: brenda.klaus@bbrown.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Accelerant Specialty Ins Co	NAIC # 16890
		INSURER B: St Paul Protective Ins Co	19224
		INSURER C: Ascot Specialty Ins Co	45055
		INSURER D: American Builders Ins Co	11240
		INSURER E: Southern-Owners Ins Co	10190
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 25-26 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			DCS0000588-00	02/10/2025	02/10/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-A72309712542G	02/10/2025	02/10/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ESXS2510004488-01	02/10/2025	02/10/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 Prods & Completed Ops \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV 0310621 04	02/10/2025	02/10/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater			152382-72417656	02/10/2025	02/10/2026	600,000

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

SEE NOTES FOR POLICY COVERAGE FORMS

THE CITY OF PORT ORANGE IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

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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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Brown and Brown Insurance Services, Inc		NAMED INSURED Paul Culver Construction, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

INSURER D - CONTRACTORS POLLUTION LIABILITY:

POLICY #ANE542338725
 EFF:02/10/25-02/10/26
 \$1,000,000 EACH POLLUTION CONDITION
 \$1,000,000 AGGREGATE
 DED \$10,000 EACH POLLUTION INCIDENT

INSURER E - PROFESSIONAL LIABILITY:

POLICY # ANE542338725
 EFF: 02/10/25-02/10/26
 LIMIT: \$1,000,000

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY

- 1.) CG2010 1219 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
- 2.) CG2037 1219 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS
- 3.) CG2404 1219 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
- 4.) CG2001 1219 - PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION
- 5.) CG2503 0509 - PER PROJECT AGGREGATE; CAP AMOUNT \$5M

AUTO LIABILITY

- 1) CAT437 0216 - (ADDITIONAL INSURED, PRIMARY AND NONCONTRIBUTORY)
- 2) CAT340 0215 - (WAIVER OF SUBROGATION)

WORKERS COMPENSATION

- 1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

EXCESS LIABILITY

THE EXCESS LIABILITY APPLIES IN EXCESS OF THE GENERAL LIABILITY, AUTO AND EMPLOYERS LIABILITY.

Castro, Joseph

From: Don Sciotto <Don.Sciotto@bbrown.com>
Sent: Monday, February 17, 2025 9:50 AM
To: Castro, Joseph
Cc: office@paulculverconstruction.com; Brenda Klaus
Subject: [EXT] ITB 24-17 Police Department Generator Replacement -Certificates of Insurance

Good Morning Joseph,

The \$600,000 installation float amount includes coverage that property while in transit which would cover the motor cargo coverage limit required for motor cargo coverage. Below is the verbiage from the policy confirming the coverage is there as well. Please let me know if there are any additional questions for this coverage line item and I would be happy discuss!

INSTALLATION FORM

COVERAGE

1. Covered Property

a. We cover the property described for this coverage in the Declarations which is:

- (1) owned by you; or
- (2) for which you are legally liable.

b. Coverage applies to the property:

- (1) while it is in transit;
- (2) after arrival on the premises of installation;
- (3) while waiting for and during installation; and
- (4) until it is completely installed and accepted by the purchaser or until your interest in it ceases to occur first.

Don Sciotto, ARM, CRIS, CCIP, RCM

Senior Vice President

Office (386) 239-5755

Cell (904) 424-3193

don.sciotto@bbrown.com

Brown & Brown of Florida, Inc. (NYSE: BRO)

300 North Beach Street

Daytona Beach, FL 32114



bbinsurance.com

From: [Joe Smullin](#)
To: [Cox, Jennifer](#)
Subject: Re: [EXT] Re: Port Orange Rec Center BE Assessment Report
Date: Tuesday, May 20, 2025 10:15:28 AM
Attachments: [image002.png](#)
[image003\[7\].png](#)

Jennifer, our apologies for being unable to provide a quote for the Port Orange Recreation Center.

With it's very detailed scope and bid timeframe we were unable to receive enough confident pricing from reputable vendors in enough time.

We most certainly appreciate the opportunity and do intend to continue to provide you with proposals for you needs.

Thank you.

Joe Smullin, Senior Project Manager



407-448-4263

joe@ovationinc.net



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/17/2025

SUBJECT: (B7) Approval of revised Volusia County Combined-Drug Task Force Multi-Agency Voluntary Cooperation Mutual Aid Agreement

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve the Mutual Aid Agreement and authorize the Chief of Police to execute the same on behalf of the City of Port Orange.

SUMMARY: The Drug Task Force mission is to identify, arrest, and eliminate street level drug organizations and individuals who control drug operations. The Drug Task Force is not limited to narcotics related cases, it is also responsible for the investigation into non-organized prostitution, gambling, alcoholic beverage, tobacco, and firearm violations. The parties are contributing personnel and resources in support of the Drug Task Force efforts, with the operations of the Drug task Force being coordinated with the Volusia Sheriff's Office and the other Drug Task Force members.

Council originally approved this item at the June 7, 2022, Regular City Council Meeting. However, the agreement is being revised with the following changes:

- The City of South Daytona Police Department is being removed from the agreement as they are no longer participating.
- The words "and fugitive apprehensions" has been added to the mission statement to ensure task force officers and agents assisting with fugitive apprehensions are explicitly covered under the agreement.
- The expiration date for the agreement has been extended to May 31, 2029.

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	ESNTF WSNTF MOU Master 05-13-2025	ESNTF WSNTF MOU Master 05-13-2025.pdf
----	-----------------------------------	---------------------------------------

Manuel Marino
Manuel Marino

Created/Initiated - 5/21/2025
Approved - 5/21/2025

Mark Simpson
Matthew Jones
Wayne Clark

Approved - 5/27/2025
Approved - 6/3/2025
Final Approval - 6/5/2025

**VOLUSIA COUNTY COMBINED-DRUG TASK FORCE
MULTI-AGENCY VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT**

WHEREAS, the below subscribed law enforcement agencies have joined together within Volusia County, Florida in a task force (hereinafter referred to as the *Combined Drug Task Force* or “*Drug Task Force*”) intended to combat street level drug law violations, street level vice law violations, related criminal violations and to disrupt person(s) and/or organizations engaging in such activity; and

WHEREAS, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

WHEREAS, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, “the Florida Mutual Aid Act,” to enter into a voluntary cooperation agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

WHEREAS, the undersigned agencies acknowledge that they can make more efficient use of their respective powers and resources and thereby provide a higher quality of law enforcement services to the public through the coordination of members of the undersigned agencies in the *Combined Drug Task Force*;

NOW THEREFORE, the parties agree as follows:

Each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement at the request of the Volusia Sheriff’s Office to implement with the jurisdictional and other limits as noted herein the *Combined Drug Task Force* for the purposes and goals indicated.

Parties To This Agreement:

Local Participants:

- Volusia Sheriff’s Office
- DeLand Police Department
- Edgewater Police Department
- Holly Hill Police Department
- New Smyrna Beach Police Department
- Ormond Beach Police Department
- Port Orange Police Department

Additional parties may, at the request of a participating member and with the approval of the other *Combined Drug Task Force* member agencies, enter into this Agreement at a later date as evidenced by their signing of this Agreement. Any party may cancel its participation in the Agreement upon delivery of written notice of cancellation to the Volusia Sheriff's Office.

Intent Statement, Task Force Goals and Provisions for Voluntary Cooperation:

It is the intention of the Volusia Sheriff's Office to establish this multi-agency *Drug Task Force* as a mechanism by which area law enforcement agencies can dedicate resources into a centralized unit for the purpose of targeting "street" level offenders, as well as the customer base associated with the distribution of illegal drugs and/or street level vice related crimes.

It shall be the mission of the *Drug Task Force* units to identify, arrest, and eliminate street level drug organizations and individuals who control drug operations. Additionally, the *Drug Task Force* will investigate specific citizen complaints regarding narcotics investigation. The *Drug Task Force* is not limited to narcotics related cases and is also responsible for the investigation into non-organized prostitution, gambling, alcoholic beverage, tobacco, firearm violations, and fugitive apprehensions.

The principal purpose of the *Drug Task Force* shall be the successful prosecution of violators of illegal drug and/or vice related laws, with particular emphasis placed on efforts designed to identify and disrupt street level drug organizations. Furthermore, the *Drug Task Force* shall put into place efforts designed to identify and disrupt street level vice related organizations.

Drug Task Force efforts shall include, but are not limited to, undercover operations designed to detect illegal narcotics activity, including but not limited to violations of Chapters 893 and 895, Florida Statutes; the arrest and prosecution of those involved; the seizure of contraband and weapons; the forfeiture of assets from those engaged in such activity; and the referral of investigative leads and intelligence to such other federal, state or local law enforcement authorities as may be required and appropriate under the *Drug Task Force* operations.

While the seizure and civil forfeiture of assets is an effective tool in combating organized criminal activity, the seizure and forfeiture of assets shall not take priority over the primary function of the *Drug Task Force*, which shall be to enforce criminal law violations.

Nothing herein shall otherwise limit the ability of participating *Drug Task Force* members to render, as allowed by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

The Parties to this Agreement are contributing personnel and resources in support of the *Drug Task Force* efforts, with the operations of the *Drug Task Force* being coordinated with the Volusia Sheriff's Office and other *Drug Task Force* members.

Procedure for Requesting Assistance

Officers assigned to *Drug Task Force* operations pursuant to this agreement who observe a violation of Florida Statutes in their presence shall be empowered to render enforcement assistance and take enforcement action in accordance with the law and the terms of this Agreement. Any Drug Task Force Supervisor may request and render enforcement assistance and or take enforcement action in accordance with the law and terms of this agreement.

Organization, Command and Supervisory Responsibility:

Each participating agency shall contribute personnel and resources to the *Combined Drug Task Force* in such numbers as are agreed to by the participating agency and the Volusia Sheriff's Office. Participating agencies shall assign personnel to the *Combined Drug Task Force* based upon their investigative experience and the operational needs of the *Drug Task Force*. Final acceptance of personnel assigned to the *Combined Drug Task Force* shall rest with the Volusia Sheriff's Office.

The Volusia Sheriff's Office will assign a supervisor of the rank of sergeant to *Drug Task Force* with supervisory authority for *Drug Task Force* operations. The VSO Supervisor shall be responsible for the operational command and day-to-day administration of all *Drug Task Force* operations and personnel, and shall have the authority to make routine assignments and determine case priority, as needed, pending periodic review and concurrence of the Volusia Sheriff's Office, Commander of the Special Investigations Section, and shall have primary supervisory responsibility for operations and investigations occurring within Volusia County. However, for any *Drug Task Force* activity and investigations outside of Volusia County to be considered as authorized by this agreement the VSO supervisor shall contact and request assistance from the Sheriff's Office, Police Agency, Federal Agency and/or HIDTA group having jurisdiction in the operational area.

The VSO Supervisor, in consultation with the primary Assistant State Attorney or Statewide Prosecutor assigned to *Drug Task Force* matters will initially determine whether cases resulting from *Drug Task Force* activities shall be prosecuted in state court, or whether an individual case would be best resolved through referral to the United States Attorney for consideration of federal prosecution. Should any participating agency disagree with the initial venue determination made by the VSO Supervisor and Assistant State Attorney, said agency shall have the right to present the matter to the Sheriff and/or Designee, on an individual case basis, for reconsideration and final decision.

During the absence of the assigned VSO Supervisor, or as deemed necessary, the Volusia Sheriff's Office Special Investigations Section Commander will temporarily assign another Special Investigations Section Supervisor to assume all operational command and day-to-day administration of the *Drug Task Force* operations and personnel matters.

The Volusia Sheriff's Office Commander of the Special Investigations Section shall periodically, at a minimum annually, review the objectives and accomplishments of the *Drug Task Force* and report its findings to the assigned VSO Supervisor.

Jurisdiction:

The principal site of the *Combined Drug Task Force* activity is the geographical boundaries of Volusia County, Florida; provided however, that *Drug Task Force* members shall enjoy full jurisdictional authority anywhere within the State of Florida, as provided and outlined in the attached Florida Sheriff's Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement. *Drug Task Force* members operating outside the jurisdiction of their Agency shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved *Drug Task Force* activities as stated herein. The Parties to this Agreement recognize that any extension of jurisdictional authority beyond the boundaries of their employing Agency is by reason of this Agreement and the overall supervision and authority of the VSO Supervisor. Pursuant to Section 23.127(1), Florida Statutes, designated employees of the undersigned agencies participating in the *Drug Task Force* shall, when engaging in authorized mutual cooperation and assistance pursuant to this Agreement, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the political subdivision in which the employee is normally employed.

Activities shall be considered authorized only when approved and actually directed as provided herein by a Volusia Sheriff's Office supervisor for activities occurring within Volusia County or a supervisor having jurisdiction in the area of operation as outlined in the aforesaid Mutual Aid Agreement. No extension of jurisdiction or authority is granted by this Agreement for law enforcement activities unless they are approved and supervised as provided herein and are related to *Drug Task Force* operations or have been encountered directly incident to an approved and supervised *Drug Task Force* operation.

If a conflict arises between an order or direction provided by a *Drug Task Force* supervisor and a member's employing Agency's rules, standards, or policies, the conflict shall be promptly reported to the *Drug Task Force* supervisor, and to the superior in that member's agency chain of command. The *Drug Task Force* supervisor, in conjunction with the member's agency superior, shall attempt to resolve the conflict in a manner that will allow the *Drug Task Force* operation to continue appropriately. At no time will a participating member be forced to violate his/her own agency's policies or rules in order to effect a *Drug Task Force* initiative.

The Parties to this Agreement may, by a written memorandum of understanding or written attachments to this Agreement, identify or further define particular guidelines, policies, or procedures to be utilized by members of the *Drug Task Force* when engaged in *Drug Task Force* operations. In the absence of written memorandum of understanding or attachments, the policies and procedures to be utilized by *Drug Task Force* members shall be clearly identified by the Volusia Sheriff's Office, Task Force Supervisor in consultation with the Commander of the Volusia Sheriff's Office Special Investigations Section. However, as stated above, no *Drug Task Force* member will be expected or required to violate or otherwise fail to maintain the member's employing Agency's standards of conduct, rules or policies.

Powers, Privileges, Immunities, Costs and Liability-Related Issues:

Employees of the participating agencies, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside this state, under the terms of this agreement, shall, pursuant to the provisions of section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

An agency that furnished equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

Each member agency engaging in the *Drug Task Force* initiatives pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employee while such employees are engaged in *Drug Task Force* activities/initiatives, and shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of said participating employees, as further discussed below:

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, and resources in order to effect the purposes of the *Drug Task Force*, and agrees to bear the cost of loss or damage to its equipment, vehicles or property so provided. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to liability. Each participating agency agrees to maintain in full force and effect, its own comprehensive general liability insurance, professional liability insurance, and automotive liability insurance or maintain a self-insuring fund, in the judgment of the governing body of that party/agency, at least adequate to cover the risk to which that party may be exposed, for the term of this Agreement. In no event shall such coverage be less than the statutory waiver of sovereign immunity. Should the aforementioned insurance coverage, however provided, be cancelled or undergo material change, the party shall notify each of the other parties to this Agreement of such change in writing within ten (10) days. Nothing in this Agreement shall be deemed as a waiver of immunity of limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature.

Each Agency furnishing services pursuant to this Agreement shall compensate its employees during the time such services are rendered and shall defray the actual expenses of its employees while they are rendering such services, including any amounts paid or due

for compensation due to personal injury or death while such employees are engaged in rendering such services. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement.

The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.

Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

Handling Complaints:

Whenever there is cause to believe that a complaint, against an employee of a Task Force member agency, has arisen as a result engaging in the *Drug Task Force* initiatives pursuant to this Agreement, the Drug Task Force Supervisor shall be responsible for the documentation of said complaint to ascertain at a minimum:

- The identity of the complainant.
- An address where the complaining party can be contacted.
- The specific allegation.
- The identity of the employees accused without regard to agency affiliation.

If it is determined that the accused is an employee of the Task Force member agency, the above information, along with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or designee of the Task Force member agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

Property Seizure and Forfeiture Considerations:

No funds or other property seized during *Drug Task Force* operations are to be utilized by any member agency prior to successful forfeiture or until the title or interest in the funds otherwise lawfully vests in one or more member agencies. Forfeiture actions based upon seizures made by the *Drug Task Force* shall be based upon current statutory and case law. The Parties agree that the Volusia Sheriff's Office or individual participant agencies, through their own or other assisting attorneys, subject to participant agency concurrence, will be primarily responsible under this Agreement for pursuing all *Drug Task Force* forfeiture actions on behalf of all of the Parties in state court, subject to its right to reimbursement of associated costs; however, this provision shall not preclude the use of other forfeiture attorneys or personnel as needed on particular matters, nor shall this preclude the adoption of said seizures for federal forfeiture proceedings when deemed appropriate. The Volusia Sheriff's Office may, if necessary, determine which agencies or

contract entities shall handle forfeitures, subject to approval of affected agencies. Distribution of the proceeds from successful forfeiture actions shall be equitable among the Parties to this Agreement and shall take into account their relative roles in support of the efforts of the *Drug Task Force*. Forfeited assets will be distributed amongst the participating agencies in the following manner:

The Eastside Volusia Narcotic Task Force

Volusia Sheriff’s Office	37.5% of seized assets
Edgewater Police Department	12.5% of seized assets
Holly Hill Police Department	12.5% of seized assets
New Smyrna Beach Police Department	12.5% of seized assets
Ormond Beach Police Department	12.5% of seized assets
Port Orange Police Department	12.5% of seized assets

The West Volusia Narcotic Task Force

Volusia Sheriff’s Office	80.0% of seized assets
DeLand Police Department	20.0% of seized assets

The Volusia Sheriff’s Office may approve allocation of the forfeited assets to a non-participating agency of this *Drug Task Force* based upon that agency’s involvement or participation in an individual case.

Any Party to this Agreement or any prosecutor handling the criminal prosecution of *Drug Task Force* cases may request copies of forfeiture complaints and pleading filed by reason of *Drug Task Force* seizures, and such copies shall be promptly provided to the requester. If any legal dispute or concern as to the form or sufficiency of forfeiture actions or other action proposing to vest the interest of member agency (ies) in seized cash or property is raised by any of the Parties to this Agreement, an attempt to resolve the issue through informal discussion and contact shall be made. In the event any Party to this Agreement believes that there is no legal sufficiency upon which to pursue the forfeiture of particular seized cash or property, and the concerns cannot be resolved, no forfeiture action on behalf of the *Drug Task Force* is to be filed. All options available to state and local law enforcement agencies with regard to unclaimed evidence or abandoned property, gifts and plea agreements are available to the *Drug Task Force*, provided the property under consideration otherwise qualifies under law for such consideration.

Evidence and Records:

The Parties agree that all *Drug Task Force* reports and records shall be maintained by VSO, and shall be identified as *Drug Task Force* reports.

Evidence shall be seized in accordance with VSO guidelines and all evidence seized in *Drug Task Force* operations shall be maintained by VSO.

The Volusia Sheriff’s Office, *Drug Task Force* supervisor, may at any time order a review and audit with regard to the seizure and handling of all evidence, property, or cash or any other aspect of *Task Force* operations. The Parties agree to cooperate in any such audit by

allowing full access to documents, personnel and facilities necessary to perform the audit function.

Operational Procedures Manual:

The Volusia Sheriff's Office *Drug Task Force* Supervisor will maintain a *Drug Task Force* Operational Procedures Manual, which will be provided to the Parties of this Agreement and to all *Drug Task Force* members. The Operational Procedures Manual will establish consistent uniform procedures for *Drug Task Force* members to utilize during *Drug Task Force* operations. The issues to be addressed in this Manual will include, but are not limited to: Confidential Sources; Security and Use of Investigative Funds; and Tactical/Raid Planning.

The Volusia Sheriff's Office, Public Information Officer, will establish a procedure that requires the uniform dissemination of media and/or public information, which relates to *Drug Task Force* matters.

Term of Agreement:

This Agreement shall become effective as to the executing Parties upon execution by the Volusia Sheriff, and at least one other participating Agency. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party.

This Agreement shall remain in full force as to all participating Parties until May 31, 2029, unless cancelled in writing by an individual Party as provided herein. This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original. Execution of this Agreement may be signified by properly signing a separate signature page, the original of which shall be returned to, and maintained by, the Volusia Sheriff's Office. Copies of the Agreement and all executed signature pages will be filed with the Florida Department of Law Enforcement Mutual Aid Office in Tallahassee, Florida, within 14 days of signing. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto sign on the date specified.

See Representative Signature pages attached.

Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary Cooperation Mutual Aid Agreement (May 31, 2029)

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VSO along with this signature page.

For the Volusia Sheriff's Office:

Michael J. Chitwood, Sheriff
Volusia Sheriff's Office, (VSO)

Date: _____

Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary Cooperation Mutual Aid Agreement (May 31, 2029)

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VSO along with this signature page.

For the Holly Hill Police Department:

Byron K. Williams, Chief of Police
Holly Hill Police Department, (HHPD)

Date: _____

Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary Cooperation Mutual Aid Agreement (May 31, 2029)

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VSO along with this signature page.

For the Ormond Beach Police Department:

Robert "Jesse" Godfrey, Chief of Police
Ormond Beach Police Department, (OBPD)

Date: _____

Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary Cooperation Mutual Aid Agreement (May 31, 2029)

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For the New Smyrna Beach Police Department:

Christopher Kirk, Chief of Police
New Smyrna Beach Police Department, (NSBPD)

Date: _____

Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary Cooperation Mutual Aid Agreement (May 31, 2029)

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VSO along with this signature page.

For the Edgewater Police Department:

Joseph P. Mahoney, Chief of Police
Edgewater Police Department, (EPD)

Date: _____

Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary Cooperation Mutual Aid Agreement (May 31, 2029)

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VSO along with this signature page.

For the DeLand Police Department:

Jason D. Umberger, Chief of Police
DeLand Police Department, (DPD)

Date: _____

Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary Cooperation Mutual Aid Agreement (May 31, 2029)

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VSO along with this signature page.

For the Port Orange Police Department:

Manuel Marino, Chief of Police
Port Orange Police Department, (POPD)

Date: _____



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/17/2025

SUBJECT: (B8) Approval of School Resource Officer Agreement between the Volusia County School Board and the City of Port Orange

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve the School Resource Officer Agreement between the Volusia County School Board and the City of Port Orange; and authorize the City Manager to consider and exercise the four (4) one (1) year renewal options.

SUMMARY: In 2024, the Port Orange Police Department (POPD) was approached by the Volusia Sheriff's Office (VSO) regarding assuming School Resource Officer (SRO) duties at schools currently manned by VSO Deputies within the City of Port Orange. The City was the last Volusia County municipality not providing SRO services within their jurisdiction. However, as POPD staffing levels stabilized, the Department agreed to begin providing SROs at both Silver Sands and Creekside Middle Schools beginning with the 2025/2026 school year.

As the agreement states, the POPD SRO program facilitates fostering better relations between students and POPD law enforcement personnel; deters crime on or about school premises by the presence of a law enforcement officer; helps to enforce local, state, and federal laws, and to have a SRO available for presentations to the students, faculty, and parents concerning law enforcement and various subjects related to the law. The SRO maintains a highly visible uniformed presence while on duty at the school sites, further enhancing the safety of students attending school within the City of Port Orange.

The term of the SRO Agreement between the Volusia County School Board and the City is for a total of five years, consisting of one base year followed by four, one-year renewal options beginning on July 1, 2025, and running through June 30, 2030. The Agreement does not contain provisions for automatic renewal; any renewal option must be mutually agreed upon by both parties and approved in writing.

The City agrees to provide the School Board two (2) full-time School Resource Officers eight (8) hours per day for one hundred eighty-one (181) school contract days, excluding summer school. Daily hours for SRO assignment are primarily 7:30 a.m. to 4:00 p.m. Monday through Friday at Silver Sands Middle School and Creekside Middle School. The City will make every effort to have the School Resource Officer position filled at the beginning of the school year and throughout the term of this Agreement,

dependent upon staffing availability. The agreement also allows for the City to be compensated by the School Board at a rate of fifty percent (50%) for all services provided. For the base year, the established rate of compensation is \$52.59 per billable hour. The total Agreement price for the base year shall be \$38,075.16 per SRO for a total of \$76,150.32, which is numerated as follows:

Hourly Rate: \$52.59

Billable Hours: 1,448 (One (1) SRO at 8 hours, 181 days)

Total Billable: \$38,075.16 per SRO (50% of total billable of \$76,150.32)

Total Agreement Price for base Year 1: \$76,150.32 (2 SROs @ \$38,075.16 each)

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	VCS and City of Port Orange SRO Agreement mj6.3	VCS and City of Port Orange SRO Agreement mj6.3.pdf
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Manuel Marino

Created/Initiated - 5/27/2025

Manuel Marino

Approved - 5/27/2025

Mark Simpson

Approved - 5/28/2025

Matthew Jones

Approved - 6/3/2025

Wayne Clark

Final Approval - 6/5/2025

**VOLUSIA COUNTY SCHOOL BOARD AND THE CITY OF PORT ORANGE
SCHOOL RESOURCE OFFICER AGREEMENT**

THIS AGREEMENT is made and entered into between the School Board of Volusia County, hereinafter referred to as “**School Board**” and the City of Port Orange, hereinafter referred to as “**City**”.

RECITALS

WHEREAS, the parties want to enter into an Agreement for the performance of law enforcement functions provided by a School Resource Officer hereinafter described; and

WHEREAS, the City is agreeable to provide personnel to perform the duties and responsibilities of a School Resource Officer; as described herein; and

WHEREAS, the School Board agrees to compensate the City for School Resource Officer (SRO) Program costs; and

WHEREAS, the City agrees to receive monies from the School Board and to budget such monies to the City Police Department for services rendered to the School Board; and to budget two (2) School Resource Officer to be split funded by the School Board at fifty percent (50%) and the City at fifty percent (50%); and

WHEREAS, the parties have approved the School Resource Officer Program as a viable program and their approval is not construed as a permanent obligation;

WHEREAS, § 1002.22(2) and § 1002.221, Florida Statutes, provide that education records created, maintained or used by public educational institutions and agencies shall be protected in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and the implementing regulations issues pursuant thereto; and § 1002.221 permits a public school, center, institution, or other entity that is part of Florida’s education system to release a student’s education records without written consent of the student or parent to parties to an interagency agreement; and

WHEREAS, the Uninterrupted Scholars Act (USA), 20 USC 1221, amending FERPA, permits access to a student’s records by an agency caseworker or other representative of a child, who has the right to access a student’s case plan, when such agency is legally responsible in accordance with state law for the care and protection of the student, provided that the student records or information will not be disclosed by such agency except to address the student’s

education needs in accordance with the law; and

WHEREAS, Title 34 CFR §99.31(a)(5)(i)(B) and §99.38(a) and (b) permit an educational agency or institution to disclose personally identifiable information from an education record of a student without written consent of the parent or eligible student if the disclosure is to state and local officials or authorities to whom this information is specifically allowed to be reported or disclosed pursuant to a state statute adopted after November 19, 1974, and concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released; and

WHEREAS, §985.04(1), F.S., requires the sheriff, chiefs of police and district school superintendent in each county to enter into an interagency agreement for the purpose of sharing information about juvenile offenders among all parties, to specify the conditions under which summary criminal history information is to be made available to appropriate school personnel, to specify the conditions under which school records are to be made available to appropriate departmental personnel, and to provide for notification to any classroom teacher of assignment to the teacher's classroom of a juvenile who has been placed in a probation or commitment program for a felony offense; and

WHEREAS, §1003.53(6), F.S., addresses the exchange of information and/or coordination of services between school districts, and with social service, law enforcement, prosecutorial and juvenile justice agencies and juvenile assessment centers in the school district; and

WHEREAS, §1006.13 (4)(a), (b) and (c), F.S., requires each district school board to enter into agreements with the county sheriff's office and local police departments specifying guidelines for ensuring that acts that pose a serious threat to school safety, whether committed by a student or adult, are reported to a law enforcement agency, and addressing the role of school resource officers, if applicable, in handling reported incidents, circumstances in which school officials may handle incidents without filing a report with a law enforcement agency, and a procedure for ensuring that school personnel properly report appropriate delinquent acts and crimes; while creating zero tolerance policies that do not require the reporting of petty acts of misconduct and misdemeanors to law enforcement agencies;

WHEREAS, pursuant to §768.28, F.S., neither the School Board or the City waive any defense of sovereign immunity or increase of the limits of its liability upon entering into this

Agreement;

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, the mutual understandings and covenants set forth herein, and other specific considerations, the parties agree as follows:

1. **Term.** The term of this Agreement is for five (5) years with one base year and four (4) one (1) year renewal options starting from July 1, 2025 through June 30, 2030, for a total of five (5) years. The performance period beginning at the date outlined by the parties, unless earlier terminated as provided herein. The Agreement does not contain provisions for automatic renewal; any renewal option must be mutually agreed upon by both parties and approved in writing.
2. **Purpose.** The purpose of this Agreement is to foster better relations between students and law enforcement personnel; to deter crime on or about school premises by the presence of a law enforcement officer; to enforce local, state and federal laws, and to have a School Resource Officer available for presentations to the students, faculty and parents concerning law enforcement and various subjects related to the law. The School Resource Officer shall maintain a highly visible uniformed presence while on duty at the school sites.
3. **Termination.** This Agreement may be terminated by any party at any time, with or without cause, upon not less than sixty (60) days written notice delivered by Certified Mail, Return Receipt Requested, or in person to the other party; or, otherwise terminated upon any other manner approved in writing by both parties to this Agreement.
4. **Services.**
 - A. The City agrees to provide the School Board two (2) full time School Resource Officer, eight (8) hours per day for one hundred eighty-one (181) school contract days, excluding summer school for the compensation described in Paragraph 9 herein. Daily hours for School Resource Officer is primarily 7:30 a.m. to 4:00 p.m. Monday through Friday at Silver Sands Middle School and Creekside Middle School. The City will make every effort to have the School Resource Officer

position filled at the beginning of the school year and throughout the term of this

Agreement, dependent upon staffing availability.

B. It is agreed that there are occasions when it is not possible to staff a particular school with a School Resource Officer. This may be due to medical reasons, extended training assignments or termination resulting in a position vacancy. It is also agreed that, whereupon it is determined that filling a temporary School Resource Officer vacancy is critical to maintaining the safe and orderly environment of the school, a School Resource Officer from another location may be reassigned by the City in part or total to fill the vacancy until a replacement can be found.

C. It is agreed that there are occasions when it is necessary for the School Resource Officer to work in excess of their normal duty assignment, such as providing security details for graduation ceremonies. It is agreed by the City that inclusive of this Agreement will be a maximum of twenty (20) hours of overtime hours authorized per School Resource Officer during the term of the Agreement. The decision regarding the accumulation of this overtime allocation will be at the discretion of the School Board representative, the principal of the effected school and the City's Police Chief's representative. Advanced approval from the School Board representative will be required for a School Resource Officer to earn overtime. The overtime allocation described herein shall be applicable and consistent with the School Resource Officer's daily responsibilities and/or for after school activities which by mutual agreement may be outside the scope of the School Resource Officer's daily activities performed at his/her assigned school. Such outside detail activities and any hours in excess of the twenty (20) hours prescribed herein will be billed to the School Board at the rate of \$53.51 per hour for services provided by the School Resource Officer assigned to Spruce Creek Elementary School. All overtime costs shall be funded one hundred (100%) by the school.

D. The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of the school

administrators, unless the violation or misbehavior involves criminal conduct. The School District encourages the use of Civil Citations for eligible students. The school district utilizes the Incident Command structure with established Emergency Operations Plans when responding to an all-hazards approach to emergency management.

E. The City shall develop and expand crime prevention efforts for students and shall serve as a liaison between the school and other first responders, investigative units and/or juvenile justice authorities when necessary and consistent with applicable civil rights and privacy laws. The School Resource Officer shall be part of the School Multidiscipline School Safety and Security team and shall assist in school responses to emergency issues to include referring students to professional services both within and outside the School Board.

F. The School Board will share information on an as needed basis to the School Resource Officer to ensure resolution on open investigations being conducted by the School Resource Officer. All Federal privacy laws, including Family Educational Rights and Privacy laws, HIPAA and FERPA, will be followed.

G. The School Resource Officer will follow the City’s Police Department’s Chain of Command structure or command staff as designated by the City’s Chief of Police.

H. The City agrees to ensure that all School Resource Officer(s) assigned under the terms of this Agreement will be available for, and participate in VCS trainings related to the role of law enforcement on campus and working with students with disabilities. VCS required School Safety Officer trainings applicable to School Resource Officer(s) include: “Understanding Autism: SRO/SRD/Guardians” and “Serving Students with Disabilities: SRO/SRD/Guardians” and “Threat Management Training: SROs/SRDs”. VCS shall provide at its expense all school-based trainings for serving students with disabilities. School Resource Officers shall participate in said school-based

trainings before interacting with students on campus, or in extreme circumstances within 30-days of appointment.

5. **Other Considerations.** The City Council, it's Police Chief and the School Board recognize that opportunities may materialize whereby it is in the best interest of City and County taxpayers to modify this Agreement for considerations outside the scope of the School Resource Officer Program.

6. **Cooperation.**
 - (a) It is agreed that the City shall have all reasonable and necessary cooperation and assistance from the School Board, its officers, agents, and employees so as to facilitate the performance of this Agreement.

 - (b) It is agreed that the School Board shall have all reasonable and necessary cooperation and assistance from the City, it's officers, agents, and employees so as to facilitate the performance of this Agreement.

 - (c) Although School Resource Officers have an assigned school site, they are subject to temporary relocation on an as-needed basis with the concurrence of the Board Superintendent or her designee, and the City's Police Chief.

7. **Personnel/Equipment.** It is understood that any personnel assigned to perform the duties under the terms and conditions of this Agreement are functioning at all times as a member of the City of Port Orange Police Department and are subject to City's department supervision and rules and regulation. In addition, all equipment purchased and utilized by the City in performance of this Agreement is and shall remain the property of City of Port Orange unless otherwise specified within this Agreement. The School Board shall provide the School Resource Officer with office space to include a desk, phone, computer, and two-way radio utilized by the school site safety and security team members. Access to programs utilized by the school district shall be provided to ensure the sharing of critical information and comply with all laws, rules, and regulations to include HIPAA and FERPA.

to the School Board any monies due (i.e. vacancies,). Monthly City employee time records will be submitted to the School Board Representative for payment processing. If the School Resource Officer is absent, the monthly billing will reflect the absence and the monthly billing will reflect a deduction of the hours not worked prior to the billing being sent to the School Board Representative for payment.

10. **Management Reports.** Any reports required under this Agreement shall be discussed and mutually agreed upon by both parties prior to implementation. The City of Port Orange shall be responsible for maintaining records related to training in accordance with s. 1006.07, F.S..

11. **Reporting Crimes and Delinquent Acts.** The School Board and the City Police Department shall adhere to F.S. 1006.12 (School Resource Officer and School Safety Officers) and F.S. 1006.13 (Policy of zero tolerance for crime and victimization). Accordingly, it is agreed by the parties that school personnel will report to the School Resource Officer all delinquent acts and crimes occurring whenever students are under the jurisdiction of the school. If a School Resource Officer is not present or available, a report shall be provided to the appropriate law enforcement agency and a copy of such report shall be provided to the School Resource Officer.

12. **Safeguarding The Confidentiality of Shared Student Records.** The parties acknowledge that Sections 1002.022, 1002.221 and 1002.222, Fla. Stat. and the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The parties further acknowledge that the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”) (HIPAA and HITECH Act are collectively referred to herein as “HIPAA”) protect the privacy of students’ individually identifiable health information (“PHI”) and may be applicable to student records in certain circumstances. The student personally identifiable information (“PII”) may be disclosed only in compliance with FERPA as it applies to the Parties and PHI

may be disclosed only in compliance with HIPAA, where required by law. Pursuant to FERPA, the information provided by VCS shall be limited to that which is necessary to effectively serve the student.

Each party participating in this Agreement agrees to:

(a) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release. All shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.

(b) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect the student information in accordance with FERPA's privacy requirements and the students' PHI in accordance with HIPAA's privacy requirements.

(c) Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Interagency Agreement.

(d) To use the shared information to facilitate the collection and analysis of the data in order to track shared clients, better coordinate individual care, and address barriers and needs across systems to better serve the student. Specifically, by sharing data the parties can identify barriers, leverage existing resources, and coordinate overall care to better serve the student.

(e) Ensure that all employees, appointees or agents of any party who are granted access to shared student records will have successfully completed (1) background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards; and (2) A FERPA training webinar, which is available at the U.S. Department of Education, Privacy Technical Assistance Center website: <http://www2.ed.gov/policy/gen/guid/ptac/index.html>, <http://ptac.ed.gov/> including, but not limited to, <http://www2.ed.gov/policy/gen/guid/ptac/pdf/slides.pdf>

(f) Each party agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law. A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement without advance notice.

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such student records are returned to VCS or disposed of in compliance with HIPAA and the applicable Florida Statutes.

13. **Indemnification.** Subject to the limitations contained in Fla. Stat. § 768.28, each party agrees to be responsible, to the extent permitted by law, for its own acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing contained herein shall be construed to extend liability to the other party for any incidental, consequential, special, exemplary, or punitive damages, however caused under any theory of liability, whether in contract, strict liability, or tort including negligence or otherwise for any matter arising from or relating to the Agreement or the service terms provided herein. This section shall survive the termination of all performance or obligations under this Interagency Agreement and shall be fully binding until such time as any proceeding brought on account of this Interagency Agreement is barred by any applicable statute of limitations. The parties expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, F.S. Nothing set forth in this section shall inure to the benefit of any third party for the purpose of allowing any claim against either party which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

14. **Notice of Arrests and Citations**

A. **Arrest and Citation of Students or School Employees on School Grounds During Hours of School Operation**

When a student or school employee is arrested or receive a citation on school grounds during the time of normal school operation, notification of the arrest or citation will be provided to the building principal or designee on a confidential basis.

B. **Arrest or Citation on Non-Students on School Ground**

When a person other than an enrolled student or school employee is arrested or receives a citation on school property, the building principal or designee will be advised of the circumstances of the offense and the identity of the offender.

C. **Arrests and Citations of Students or School Employee off School Grounds During Operating School Hours**

Where a student or school employee is arrested off of school property during times of normal school operation or under circumstances which would lead the arresting or citing officer to believe that the person arrested is a student or a school employee, and that a school official is responsible for the care or custody of the student at the time of the incident or that the school employee is on duty, the officer shall, as soon as is practicable, provide notification of the incident to the building principal or designee of the school to which the student is enrolled or the school employee is employed.

D. **Confidentiality of Information Provided to Building Principal**

In all instances of building principal notifications described in Sections 14 A., B. and C., above, the principal or designee shall not disseminate the information received from the arresting or citing officer.

15. **General Conditions**

A. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability subject to the limited waiver as codified in Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Interagency Agreement and shall be fully binding until such time as any proceeding brought on account of this Interagency Agreement is barred by any applicable statute of limitations.

B. **Statement of Non-Discrimination.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Interagency Agreement.

- C. **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, School Board policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- D. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal matters arising out of this Interagency Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventh Judicial Circuit of Volusia County, Florida.
- E. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- F. **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement.
- G. **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way, define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
- H. **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses

or provisions had never been included herein.

- I. **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

- J. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

- K. **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

16. Entire Agreement.

- (a) It is understood and agreed that the entire Agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties, relating to the subject matter hereof.

- (b) Any alterations, amendments, deletions, or waivers of the provision of the Agreement shall be valid only when expressed in writing and duly signed by the parties.

17. **Notices.** Whenever any party desires to give notice unto the other, notice may be sent to:

For the School Board

School Board of Volusia
County Office of the
Superintendent
Post Office Box
2118 DeLand, FL
32721-2118

With Copy To

The General Counsel
School District of Volusia County
Post Office Box 2118
DeLand, FL 32721-2118

For the City of Port Orange

Police Chief City of
Port Orange
4545 S. Clyde Morris Blvd.
Port Orange, FL 32129

With Copy To

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

Any of the parties may change by written notice the addresses or persons for receipt of notice.

1. **Appropriation Contingency.** Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year is subject to the appropriation and availability of funds in accordance with Chapter 287.0582, Florida Statutes. Anytime funds are not appropriated for the services provided or to be provided under this Agreement, this Agreement shall be caused to automatically terminate as of the first day following the last month so funded.

2. **Agreements With Other Agencies:** If the School Board executes an Agreement between the School Board and another municipality within the school district for the provision of the same or substantially the same services, terms and conditions provided in this Agreement and that Agreement provides more favorable cost share split than that which is set forth in paragraph 9 (a) above, the School Board shall increase the City's percentage split so as to be equal to that which is provided to the other municipality.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have made and executed this instrument in three (3) counterparts for the purpose herein expressed on the dates indicated below.

ATTEST:

THE CITY OF PORT ORANGE

By: _____
Name: Robin L. Fenwick
Title: City Clerk
Date: _____

By: _____
Name: Scott Stiltner
Title: Mayor
Date: _____

*Reviewed for legal sufficiency for reliance only
by the City*

By: _____
Name: Matthew J. Jones, Esq.
Title: City Attorney
Date: _____

ATTEST:

SCHOOL BOARD OF VOLUSIA COUNTY

By: _____
Name: Dr. Carmen J. Balgobin
Title: Superintendent of Schools
Date: _____

By: _____
Name: Ms. Jamie M. Haynes
Title: Chairman
Date: _____

*Reviewed for legal sufficiency for reliance only
by the School Board*

By: _____
Name: Dr. Gilbert Evans
Title: General Counsel
Date: _____



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/17/2025

SUBJECT: (B9) Approval of Volusia County Funding Allocation for the Edward Byrne Memorial Justice Assistance Grant Countywide (JAGC) Program

DEPARTMENT: Police Services

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the FY 2024-2025 allocation of funding from the Justice Assistance Grant (JAG) Agency and authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: Volusia County ("County") is eligible to receive funding from the FY 2024/25 share of the Edward Byrne Memorial Justice Assistance Grant (JAG) Countywide Program, which focuses on improving the criminal justice system by funding initiatives within local and state agencies. In order to submit nonprofit agencies' applications for this funding, the County must receive approval from 51% of the cities located within Volusia County.

The JAG program focuses on providing funding to several municipalities to improve the criminal justice system through one or more purpose areas. This includes, but is not limited to, programs focused on law enforcement, prosecution/court, prevention/education, drug treatment, and enforcement programs. The County is recommending the funds be allocated as follows:

- The House Next Door is recommended to receive \$27,538 to implement a school-based prevention program targeting middle school students (6th-8th grade) who are involved in or at risk of involvement with the criminal justice system
- SMA Healthcare, Inc. is recommended to receive \$78,682 to fund a percentage of two full-time Peer Recovery Specialists to support Volusia County Drug Court participants
- Daytona Beach Shores Department of Public Safety is recommended to receive \$24,500 for fiscal year 2024/25 to establish a drug-detection K9 program
- Holly Hill Police Department is recommended to receive \$7,855 to implement enhancements to Traffic Homicide Investigations

Grant regulations require approval of the funding distribution by the majority of all local governments within the County. In previous years, Port Orange has provided support as recommended by the County. No financial or other commitments are required from Port

Orange.

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	Port Orange FY24-25 JAGC 51% Letter	Port Orange FY24-25 JAGC 51% Letter.pdf
2.	Port Orange-FY24-25 JAGC 51% Notification Letter	Port Orange-FY24-25 JAGC 51% Notification Letter.pdf

Robin Fenwick
Manuel Marino
Matthew Jones
Wayne Clark

Created/Initiated - 5/22/2025
Approved - 5/27/2025
Approved - 6/4/2025
Final Approval - 6/6/2025



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
www.Port-Orange.org

June 17, 2025

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, FL 32302-1489

Dear Mr. Menacof,

In compliance with State of Florida Rule 11D-9, F.A.C., the City of Port Orange approves the distribution of \$138,575.00 of Federal Fiscal Year 2024-25 Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide program for the following projects within Volusia County.

Recipient	Contractor & Project Purpose	Amount
County of Volusia	Daytona Beach Shores Department of Public Safety: Drug Detection K9	\$24,500
County of Volusia	City of Holly Hill: Improving Traffic Homicide Investigations	\$7,855
County of Volusia	The House Next Door: Success by Design Program	\$27,538
County of Volusia	SMA Healthcare, Inc: Adult Drug Court Peer Recovery Specialists	\$78,682
	Total	\$138,575

Sincerely,

CITY OF PORT ORANGE

By: _____

Scott Stiltner, Mayor

Date: _____

ATTEST:

By: _____

Robin L. Fenwick, MMC, City Clerk



May 21, 2025

City of Port Orange
Honorable Mayor Scott Stiltner
1000 City Center Cir.
Port Orange, FL 32129

Dear Honorable Mayor Scott Stiltner,

The FY 2024-25 share of the Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide funds have been announced by the Florida Department of Law Enforcement (FDLE) and the County of Volusia is recommending the funds be allocated to SMA Healthcare, Inc., The House Next Door, Holly Hill Police Department and Daytona Beach Shores Department of Public Safety.

Grant regulations require approval of the funding distribution by the majority of all local governments within the county. *Two original letters* are required for submission from the county along with an application from each contractor. Attached is a sample letter certifying your city approves of the recommended allocation of funds to SMA Healthcare, Inc., The House Next Door, Holly Hill Police Department and Daytona Beach Shores Department of Public Safety.

To comply with submission requirements, please complete the following:

1. Copy or re-type the attached sample letter onto **your city's letterhead**
2. Each letter must be signed and dated by the Chief Elected Official; the Mayor
3. Return **TWO original signed letters** to the County of Volusia, Division of Community Assistance, Attention: Alex Fox, 121 West Rich Avenue, DeLand, FL 32720

Due to submission deadline constraints, we are requesting that the two original letters be returned by **June 21, 2025**. If you anticipate a delay in executing and returning the letters, please contact me at (386)736-5956 extension 12979 or email at mfox@volusia.org. Thank you for your assistance in this matter.

Respectfully,

Alex Fox

Alex Fox
Planning and Monitoring Manager

CC: Wayne Clark, City Manager



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/17/2025

SUBJECT: (B10) Approval to submit Community Oriented Police (COPS) Hiring Program (CHP) Grant Application

DEPARTMENT: Finance

GOAL: 1 - Public Safety
5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve the submittal of a grant application to the COPS Hiring Program.

SUMMARY: Staff requests approval to apply for the Community Oriented Policing (COPS) Hiring Program (CHP) Grant Funds. The grant will fund 75% of three years of starting salary and benefits, with a 25% match from the City.

An additional five police officers are being considered in the proposed FY26 budget and will be discussed at upcoming budget meetings. The Police Department has submitted a separate agenda item regarding a School Resource Officer (SRO) agreement with the Volusia County School Board wherein the City of Port Orange will begin receiving compensation for two SRO positions beginning with the 2025/2026 school year should Council approve the item. The compensation, equating to \$76,150.32, is guaranteed by the agreement and would offset costs for these two additional police officer positions should they be approved by Council in the FY26 budget. Therefore, this grant application is to support the cost of the remaining three additional police officer positions however, the application is required to be submitted before a final decision on the budget is made. If these new positions are not ultimately approved by Council, this grant application can be withdrawn from consideration.

The COPS Hiring Program grant proposal will be for three officers, with a total salary cost of \$281,250 per year. The City's grant match is estimated to be \$93,750. The City will have to fund the full cost of equipping the officers and providing vehicles for each. The City will be required to pay the full salary cost in year four per the grant agreement, and the intent is for these positions to become permanent thereafter with all costs covered by the City.

PRESENTER: Mark Simpson, Manuel Marino

ATTACHMENTS:

1.	COPS HIRING PROGRAM 2025 Summary	COPS HIRING PROGRAM 2025 Summary.pdf
2.	Summary of FY 2025 SAFER	Summary of FY 2025 SAFER.pdf

Mark Simpson
Mark Simpson
Matthew Jones
Wayne Clark

Created/Initiated - 5/28/2025
Approved - 6/2/2025
Approved - 6/2/2025
Final Approval - 6/12/2025



COPS HIRING PROGRAM (CHP)-FY 2025

Grant Cycle: ANNUAL

APPLICATION DEADLINE AND PROCESS:

The FY25 COPS Hiring Program (CHP) will close on **Tuesday, July 1, 2025, at 4:59 PM ET. ***

***IMPORTANT: Applications will be submitted in a two-step process, each with its own deadline.**

STEP 1: Submit an SF-424 in [Grants.gov](https://www.grants.gov)

GRANTS.GOV APPLICATION DEADLINE: WEDNESDAY, JUNE 25, 2025 (4:59 PM ET).

STEP 2: Submit the full application including attachments in [JustGrants](https://www.justgrants.com).

JUSTGRANTS APPLICATION DEADLINE: TUESDAY, JULY 1, 2025 (4:59 PM ET).

WHAT IS THE COPS HIRING PROGRAM (CHP)-FY 2025?

The Fiscal Year 2025 **COPS Hiring Program (CHP)** is a competitive award program designed to provide funding directly to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase **their community policing capacity and crime prevention efforts.**

Anticipated outcomes of the CHP program awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities.

FUNDING

There is \$156.6 million in funding available through FY 2025 CHP. Each award will support up to 75 percent of an officer or deputy entry-level salaries and fringe benefits for three years within a five-year period of performance to accommodate the time needed for recruitment and hiring.

CHP awards provide funding for three years (36 months) of entry-level salary for each position awarded. The award period of performance is five years (60 months) to accommodate the hiring process. Agencies must retain each CHP funded position for 12 months following the three years of funding for that position. Additional officer positions should be added to your agency's law enforcement budget with state or local funds (or both) over and above the number of locally funded officer positions that would have existed in the absence of the award.

Absorbing CHP-funded positions through attrition (rather than adding the extra positions to your budget with additional funding) does not meet the retention requirement.

Funding under this program may be used to do the following:

- (1) hire new officers (including filling existing officer vacancies that are no longer funded in an agency's budget)
 - (2) rehire officers already laid off (at the time of application) as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions unrelated to the receipt of award funding; or
 - (3) rehire officers scheduled to be laid off (at the time of application) on a specific future date as a result of state, local, or BIA budget reductions unrelated to the receipt of award funding.
- CHP applicants may request funding in one or more of these three hiring categories.

The COPS Office may grant a waiver of some or all of an applicant's local cost share (matching funds) requirement. During the application review process, waiver requests will be evaluated based on a demonstration of severe fiscal distress. The COPS Office statutory non-supplanting requirement mandates that CHP funds must be used to supplement (increase) state, local, or BIA funds that would have been dedicated toward sworn officer positions if federal funding had not been awarded.

CHP award funds **must not** be used to supplant (replace) local funds that agencies otherwise would have devoted to sworn officer hiring. The hiring or rehiring of officers under CHP must be in addition to, and not in lieu of, officers who otherwise would have been hired or rehired with state, local, or BIA funds.

A law enforcement agency operating below its budgeted strength is eligible to apply for funding so long as the applicant attests that awarded funds will be used in compliance with the non-supplanting requirement and not used to supplant state, local, or Bureau of Indian Affairs funds that are already budgeted for sworn law enforcement officer positions.

MATCH

There is a minimum 25 percent local cash match (cost share) requirement unless a waiver is approved. The maximum federal share per officer position is \$125,000 over the three-year period (not \$125,00 per year) unless a local match waiver is approved. Any additional costs for higher-than entry-level salaries and fringe benefits will be the responsibility of the recipient agency.

Applicants may request up to 2 percent of the federal award amount for direct costs associated with administering the award.

ADDITIONAL REQUIREMENTS

Applicants are required to affirm in their CHP award application that their agency plans to retain any additional officer positions funded following the expiration of the award and identify their planned sources of retention funding.

Additional consideration in the application review process will be given to applicants that propose a community-based approach to the following problem/focus areas: Violent Crime, Squatting and Encampment Enforcement, Homeland and Border Security, Nuisance Abatement and Quality of Life, and School-Based Policing. If awarded CHP funding, recipients that chose any of these specific common sense policing problem areas will not be allowed to change the problem area post-award.

Additional consideration will also be given to applicants that meet any of the following criteria:

- Ending Deadly Sanctuary City Policies. Agencies that cooperate with federal law enforcement to address illegal immigration (state and local government applicants only).
- Safe Harbor. Applicants in states with certain anti human trafficking laws that treat minors engaged in commercial sex as victims (referred to as “safe harbor” laws) and permit individuals to vacate arrest or prosecution records for nonviolent offenses as a result of being trafficked.
- Unfunded in the Previous Year. Applicants that did not receive a CHP award in FY 2024 due to the limited availability of funding who submit a quality application in FY 2025.
- Rural Designation. Applicants in self-identified rural jurisdictions.
- Catastrophic Incident. Applicants that experienced an unanticipated catastrophic event or Attorney General declared area in crime-related crisis.
- Hiring Veterans. Applicants that commit to hiring at least one military veteran

COSTS NOT ALLOWED

- Salaries and fringe benefits of existing locally funded officers, unless those officers are currently scheduled to be laid off on a specific future date

- Salaries and fringe benefits over and above an agency's entry-level salary and fringe benefits for officers
- Salaries and fringe benefits for civilian or nonsworn personnel
- Salaries and fringe benefits for part-time officer positions
- Salaries and fringe benefits for furloughed officers
- Overtime costs
- Severance pay
- Hazard pay



FY 2024 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT

Application Start Date: May 23, 2025

Application Deadline: July 3, 2025 at 5 p.m. ET

Funding Opportunity Number

DHS-24-GPD-083-00-99

Anticipated Funding Selection Date: No later than 08/18/2025

Anticipated Award Date: Beginning on approximately Aug 18, 2025, and continuing thereafter until all FY 2024 SAFER Program grant awards are issued (but no later than September 30, 2025).

WHAT IS THE FY 2024 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM?

SAFER Program is to assist local fire departments assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate fire protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments.

Local fire departments accomplish this by improving staffing and deployment capabilities, so they may more effectively and safely respond to emergencies. With enhanced staffing levels, recipients should experience a reduction in response times and an increase in the number of trained personnel assembled at the incident scene.

The Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program (hereafter referred to as the SAFER Program) is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The SAFER Program provides funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. Since 2005, the SAFER Program has awarded approximately \$5.8 billion in grant funding to provide critically needed resources to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters), as well as recruitment and retention of volunteer firefighters.

- **Period of Performance**

Hiring of Firefighters (Hiring) Activity: The period of performance for applications funded under the Hiring Activity will be 36 months. A default 180-day recruitment period begins when FEMA approves an application for an award under this activity. The 36-month period of performance automatically starts after the 180-day recruitment period, regardless of whether the recipient has successfully hired the requested firefighters. The period of performance cannot start later than 180 days after the award date. If a recipient can hire all SAFER Program-funded firefighters during the 180-day recruitment period, the period of performance may begin at that time. In these instances, recipients must submit an amendment requesting that the period of performance start before the end of the 180-day recruitment period if they wish to begin the period early.

- **Recruitment and Retention (R&R) Activity:** The period of performance for applications funded under the R&R Activity is 12, 24, 36, or 48 months.

Funding and Match Requirements

For Hiring Activity grants, recipients are required to contribute 25 percent of the actual costs incurred in each of the first and second years of the grant; and 65 percent of the actual costs incurred in the third year of the grant.

In the first and second years of the grant, the amount of federal funding may not exceed 75 percent of the usual annual cost of a first year firefighter in that department at the time the grant application was submitted; and in the third year of the grant the amount of federal funding may not exceed 35 percent of the usual annual cost of a first year firefighter in that department.

The “usual annual cost” includes a firefighter’s base salary (excluding non-FLSA overtime) and standard benefits package (including the average annual cost of health, dental, and vision insurance; FICA; life insurance; retirement and/or pension contributions; etc.) offered by the fire department to first-year firefighters.

Example:

Assuming that the usual annual cost of a first-year firefighter in a department at the time of the grant application is \$120,000 per year and the department actually incurred \$100,000 per year in each year of the grant, the following cost share requirements and position cost limits would apply:

1. Cost Share Requirement: The grant recipient is required to contribute \$25,000 in Year 1; \$25,000 in Year 2; and \$65,000 in Year 3.
2. Position Cost Limit: The amount of federal funding cannot exceed \$90,000 in Year 1; \$90,000 in Year 2; and \$42,000 in Year 3.

FEMA does not require recipients to demonstrate the availability of cost share funds at the time of application. However, before FEMA issues an award it may contact potential awardees to determine whether the recipient possesses the necessary non-federal funding.

For R&R Activity grants, there is no cost share requirement.

Minimum Budget Requirement

In accordance with 15 U.S.C. § 2229a(c)(2), in order to be eligible for SAFER Program funding, applicants are required to certify that their annual budget for fire-related programs and emergency response has not been reduced below 80 percent of the applicant’s average funding level in the three years prior to the application date.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/17/2025

SUBJECT: (B11) Resolution No. 25-31 - Rescinding Resolution No. 82-15 Fluoridation of Drinking Water for the City of Port Orange

DEPARTMENT: Public Utilities

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 25-31.

SUMMARY: Effective July 1, 2025, with the adoption of SB 700 signed into law by Gov. DeSantis, the City is prohibited from using any additive in its public water supply that is not for the explicit purpose of improving water quality. The City of Port Orange has added fluoride to its drinking water system since 1982 (see Resolution No. 82-15). Resolution No. 25-31 is submitted to rescind Resolution No. 82-15 and end the City's practice of fluoridation, making Port Orange compliant with the newly adopted State law.

PRESENTER: Steve Parnell

ATTACHMENTS:

1.	Resolution No. 25-31 - Repealing and Rescinding Reso. No. 82-15	Fluoride Resolution.pdf
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Steve Parnell	Created/Initiated - 5/28/2025
Christopher Wall	Approved - 5/28/2025
Steve Parnell	Approved - 6/2/2025
Mark Simpson	Approved - 6/2/2025
Matthew Jones	Approved - 6/3/2025
Wayne Clark	Final Approval - 6/5/2025

RESOLUTION NO. 25-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; REPEALING, REPLACING, AND SUPERSEDING RESOLUTION 82-15 AND DISCONTINUING THE SUPPLEMENTAL FLUORIDATION OF THE CITY'S WATER SUPPLY; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 5, 1982, the City Council of the City of Port Orange, Florida (the "City") adopted Resolution 82-15 authorizing the City Manager to install and activate equipment for the purpose of applying fluoride to the City's water supply; and

WHEREAS, on November 22, 2024, the State Surgeon General, Dr. Joseph A. Ladapo, published "Guidance for Community Water Fluoridation" specifically recommending against community water fluoridation due to the neuropsychiatric risk associated with fluoride exposure; and

WHEREAS, Senate Bill 700 (the "Florida Farm Bill") which prohibits the use of any additive to a public water supply that is not for the explicit purpose of improving water quality has recently passed the Florida Legislature and was signed by the Governor with an effective date of July 1, 2025; and

WHEREAS, the City Council must repeal Resolution No. 82-15 and end its practice of adding fluoride to its water supply in order to comply with the Florida Farm Bill.

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

Section 1. **Findings of Fact**

That the above Whereas clauses are hereby incorporated herein and are adopted as factual findings and are the factual basis for the passage of this Resolution.

Section 2. **Repeal of Resolution No. 82-15**

Resolution No. 82-15 of the City of Port Orange, Volusia County, Florida, is hereby repealed in its entirety. The City Council does hereby direct the City Manager to discontinue the City's practice of fluoridation of the City water supply system in accordance with the Florida Farm Bill. The City Manager or his designee is hereby authorized to take all necessary actions to implement the discontinuation of the fluoridation of the City's water supply on or before July 1, 2025.

Section 3. **Conflicts**

All other resolutions or parts of resolutions, insofar as they are inconsistent or in conflict with the provisions of this resolution, are hereby repealed.

Section 4. **Severability**

If any section or portion of a section of this resolution proves to be invalid, unlawful or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or part of this resolution.

Section 5. **Effective Date**

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: _____
Matthew Jones, City Attorney



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/17/2025

SUBJECT: (B12) Resolution No. 25-33 - Approval of a property exchange with the School Board of Volusia County

DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 25-33, authorizing a property exchange with School Board of Volusia County for a portion of the Willow Run Park Parcel in exchange for a portion of the Silver Sands Middle School Parcel; authorizing City Attorney's Office and Volusia County School Board's attorney to finalize the legal description for the City's easement reservation prior to recording; and authorizing the Mayor and City Clerk to execute all necessary documents.

SUMMARY: The Parks and Recreation Department staff is requesting City Council approval to exchange a portion of Willow Run Park, said parcel being located behind Horizon Elementary School, which is owned by the City, in exchange for the City receiving a portion of the Silver Sands Middle School parcel, in equivalent acreage, adjacent to the City Center to build two multipurpose athletic fields and support facilities.

While meeting with school district staff about the Willow Run bond project and its impact on Horizon Elementary's ability to expand permanent classrooms, the two parties came together and agreed on a land swap that would benefit both organizations. Under this proposal, the City would receive approximately 6.88 acres of the southern portion of the Silver Sands Middle School site in exchange for approximately 6.88 acres of the northern portion of Willow Run Park, which is owned by the City and is currently used by the school for its daily needs (see attached maps).

The City would be able to expand its sports fields into the same geographical area as the current City Center Sports Complex, which provides staff efficiency and continuity for parents whose children play in our programs and have siblings that are different ages.

There are currently three Use Agreements to share property between the City and the School Board. The agreement for use at Horizon Elementary School would be canceled upon execution, because it would no longer be necessary. The agreements for Silver Sands and Creekside Middle Schools would stay in effect until their maturity date of April 2026. These two agreements will continue to provide park land and sports fields for the Parks and Recreation Department to use until the expiration date.

The City will continue with the other improvements to Willow Run Park as considered in the bond proposal.

Staff from both the School Board and the City support the attached agreement and the School Board is expected to execute this agreement at their meeting on June 24, 2025.



Location of property at Willow Run Park to be transferred to Volusia County Schools



Location of property at Silver Sands Middle School to be transferred to the City

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Resolution No 25-33 with exhibits	Resolution No 25-33 with exhibits.pdf
----	-----------------------------------	---------------------------------------

Susan Lovallo
 Susan Lovallo
 Mark Simpson
 Matthew Jones
 Wayne Clark

Created/Initiated - 5/19/2025
 Approved - 5/19/2025
 Approved - 5/19/2025
 Approved - 6/12/2025
 Final Approval - 6/12/2025

RESOLUTION NO. 25-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA, APPROVING AND AUTHORIZING THE DONATION OF A TRACT OF LAND FROM THE SCHOOL BOARD OF VOLUSIA COUNTY TO THE CITY OF PORT ORANGE FOR THE EXPANSION OF RECREATIONAL FACILITIES, SAID TRACT BEING THE SOUTHERN PORTION OF THE SILVER SANDS MIDDLE SCHOOL PARCEL, LOCATED NORTH OF AND ADJACENT TO THE CITY OF PORT ORANGE CITY CENTER PARCEL, IN EXCHANGE FOR THE DONATION OF A TRACT OF LAND FROM THE CITY OF PORT ORANGE TO THE SCHOOL BOARD OF VOLUSIA COUNTY FOR THE CONSTRUCTION OF ADDITIONAL CLASSROOMS, SAID TRACT BEING THE NORTHERN PORTION OF WILLOW RUN PARK PARCEL, LOCATED EAST OF AND ADJACENT TO THE HORIZON ELEMENTARY PARCEL; AUTHORIZING EXECUTION OF THE CITY DEED BY THE MAYOR AND CITY CLERK; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the School Board of Volusia County (hereinafter, "School Board") proposes to construct additional permanent classrooms at Horizon Elementary School (hereinafter "Horizon"), and is in need of additional land for said classrooms; and

WHEREAS, the City of Port Orange (hereinafter "City") proposes to construct additional recreational facilities at City Center and is in need of additional land for said facilities; and

WHEREAS, the City of Port Orange owns a parcel of land known as Willow Run Park located to the east of and adjacent to the Horizon parcel ("Willow Run Parcel")

WHEREAS, the School Board of Volusia County owns a parcel of land known as Silver Sands Middle School, located north of and adjacent to the City Center parcel ("Silver Sands Parcel"),

WHEREAS, the City of Port Orange desires to donate a portion of the Willow Run Parcel to the School Board of Volusia County, said tract being more particularly described in **Exhibit "A"**, and made a part hereof by reference ("Horizon Addition Tract"),

WHEREAS, the School Board of Volusia County, desires to donate a portion of the Silver Sands Middle School parcel to the City of Port Orange, said tract being

more particularly described in **Exhibit “B”**, and made a part hereof by reference (“City Center Addition Tract”); and

WHEREAS, the Horizon Addition Tract and the City Center Addition Tract being proposed for this land exchange/reciprocal donation between the City and the School Board are similar in size and scope, both tracts being approximately 6.88 acres; and

WHEREAS, the School Board has made application to the City of Port Orange for the execution and delivery of a Deed in favor of the School Board of Volusia County for the conveyance of the Horizon Addition Tract, in furtherance of constructing the aforesaid public improvements, in exchange for the execution and delivery of a Deed in favor of the City of Port Orange for the conveyance of the City Center Addition Tract, in furtherance of constructing the aforesaid public improvements and reserving an easement for access drainage utilities and maintenance; and

WHEREAS, the City Council having taken into consideration that the proposed land exchange/reciprocal donation will enhance the City’s ability to expand the City’s recreational programming to better serve the needs of the citizens of the City of Port Orange, in particular at City Center, thereby serving the public’s interest and enhancing the public’s welfare, has determined said land exchange/reciprocal donation is in the best interest of the City and the citizens thereof; and

WHEREAS, the City of Port Orange having reviewed the survey of the properties subject to land exchange/reciprocal donation, deems to effectuate said land exchange/reciprocal donation, and other associated documents, and has determined that the proposed land exchange/reciprocal donation is fair and equitable and beneficial to the citizens of the City of Port Orange, conditioned upon the simultaneous delivery of the fully executed deed from School Board of Volusia County in exchange for the deed fully executed by the City of Port Orange; and

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

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

Section 2. The City Council of the City of Port Orange hereby approves and authorizes the land exchange/reciprocal donation of the Horizon Addition Tract and the City Center Addition Tract with the School Board of Volusia County, and the City Deed and the School Board of Volusia County Deed, drafts of which are attached hereto as **Exhibits “C” and “D”**, and made apart hereof by reference, are approved.

Section 3. The City Council of the City of Port Orange hereby approves and authorizes the execution of the City Deed to include release of the automatic

reservations as provided by of Sec. 270.11, Florida Statutes, and such additional documents as may be necessary to effectuate the conveyance/donation of the aforementioned properties by Deed to the School Board of Volusia County, conditioned upon the simultaneous exchange for a Deed to the City from the School Board.

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

MAYOR SCOTT STILTNER

ATTEST:

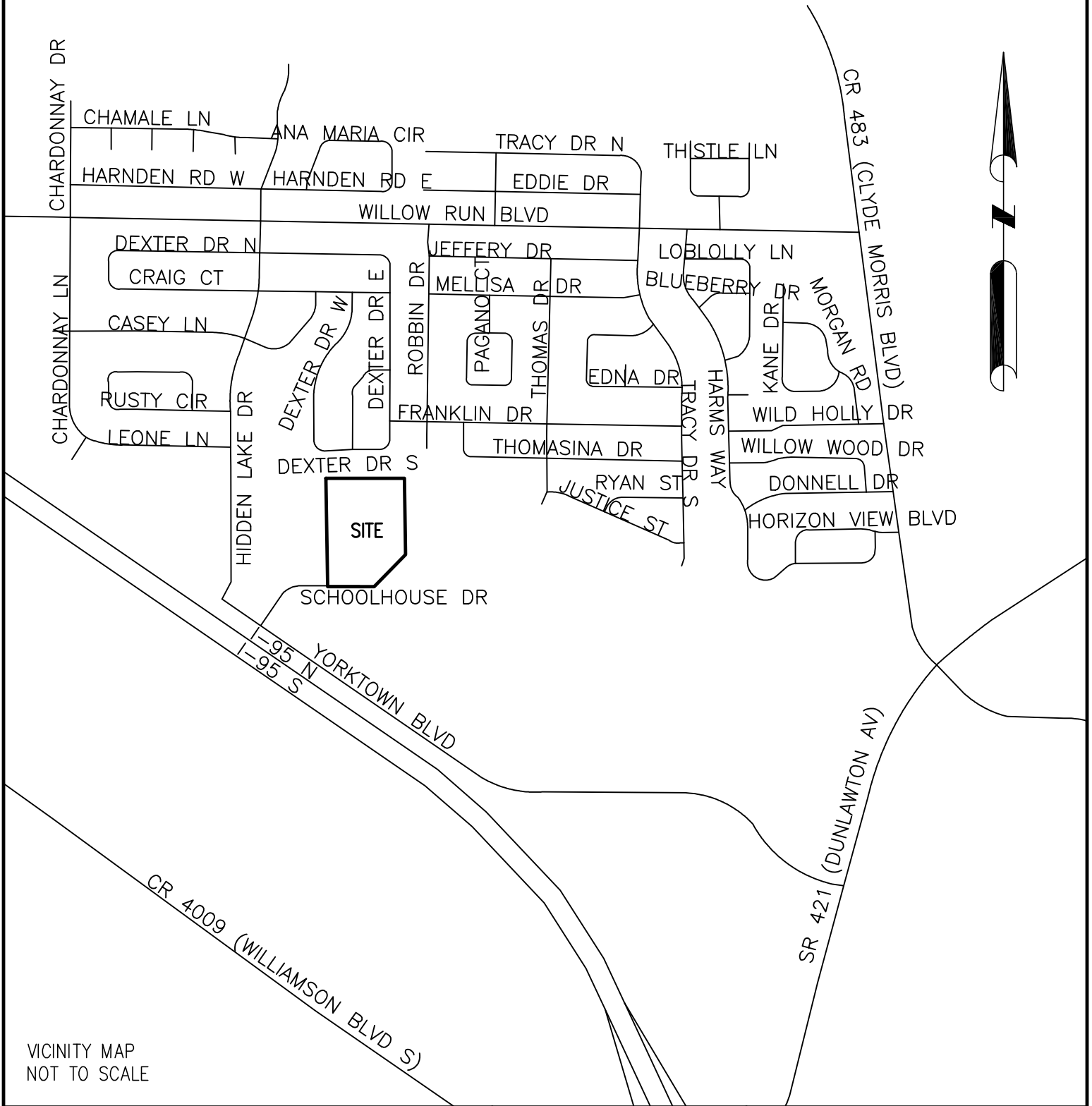
Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

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

Exhibit "1"
Horizon Addition Tract

SKETCH OF DESCRIPTION



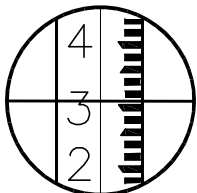
VICINITY MAP
NOT TO SCALE

PROJECT: WILLOW RUN PARK
CLIENT: HALL & OGLE ARCHITECTS

SCALE: N/A
DATE: 04-22-2025

LEGEND / ABBREVIATIONS

-	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
⊕	CENTERLINE
△	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVE



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

LICENSED BUSINESS CERTIFICATION NUMBER 3019

www.sligerassociates.com

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SKETCH OF DESCRIPTION



HIDDEN LAKE PHASE IV-A
MAP BOOK 40, PAGES 86-87

HIDDEN LAKE PHASE II
MAP BOOK 38, PAGES 63-64

HIDDEN LAKE PHASE I
MAP BOOK 37,
PAGES 121-122

DRAINAGE EASEMENT

N89°53'21"E 579.08'

SCHOOL BOARD OF
VOLUSIA COUNTY
O.R.B. 3099, PG. 0853

NORTH LINE O.R.B. 3099, PG. 849

5' CHAINLINK FENCE (TYPICAL)

299801 Sq. Feet
6.883 Acres

CITY OF PORT ORANGE
PUBLIC PARK
O.R.B. 3099, PG. 0849

WEST LINE O.R.B. 3099, PG. 849
N00°58'01"W 517.22'

EAST LINE O.R.B. 3099, PG. 849
S00°57'27"E 518.41'

POINT OF BEGINNING

N89°59'32"W 579.01'

POINT OF COMMENCEMENT
NORTHEAST CORNER
SCHOOL HOUSE DRIVE

N00°58'01"W
283.00'

S89°51'17"W 343.55'

SCHOOL HOUSE DRIVE (50' R/W)
M.B. 55, PGS. 155-167

HIDDEN LAKE DRIVE (80' R/W)
M.B. 55, PGS. 155-167

YORKTOWN BLVD (100' R/W)
M.B. 55, PGS. 155-167

PORT ORANGE LANDINGS
M.B. 55, PGS. 155-167

LEGEND / ABBREVIATIONS

—	CHANGE IN DIRECTION	CB	CHORD BEARING
R/W	RIGHT OF WAY	PC	POINT OF CURVATURE
⊕	CENTERLINE	PT	POINT OF TANGENCY
△	CENTRAL ANGLE	PCC	POINT OF COMPOUND CURVE
R	RADIUS	PNT	POINT OF NON-TANGENCY
L	ARC LENGTH	PRC	POINT OF REVERSE CURVE

**SLIGER &
ASSOCIATES, INC.**

PROJECT: WILLOW RUN PARK
CLIENT: HALL & OGLE ARCHITECTS

SCALE: 1"=200'
DATE: 04-22-2025

JOB NO. 25-0380 SHEET 2 OF 4

SKETCH OF DESCRIPTION

DESCRIPTION:

A PORTION OF REAL PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3099, PAGE 849, SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT NORTHEAST CORNER SCHOOL HOUSE DRIVE (50' R/W) AS SHOWN ON THE PLAT OF PORT ORANGE LANDINGS, RECORDED IN MAP BOOK 55, PAGES 155 THROUGH 167, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE RUN S89°51'17"W ALONG THE NORTH RIGHT OF WAY LINE A DISTANCE OF 343.55 FEET TO THE WEST LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3099, PAGE 849; THENCE DEPART SAID NORTH RIGHT OF WAY LINE ALONG SAID WEST LINE N00°58'01"W, 283.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE ALONG SAID WEST LINE N00°58'01"W, 517.22 FEET TO THE NORTH LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3099, PAGE 849; THENCE ALONG SAID NORTH LINE N89°53'21"E, 579.08 FEET TO THE EAST LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3099, PAGE 849; THENCE ALONG SAID EAST LINE S00°57'27"E, 518.41 FEET; THENCE DEPART SAID EAST LINE N89°59'32"W, 579.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 299801 SQ. FT. OR 6.883 ACRES MORE OR LESS.

SKETCH OF DESCRIPTION

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.
2. THE BEARINGS SHOWN HEREON ARE ASSUMED WITH A BEARING OF S89°51'17"W, ALONG NORTH LINE OF SCHOOL HOUSE DRIVE.
3. THIS SKETCH IS BASED SURVEY INFORMATION PREPARED BY THIS FIRM, JOB NUMBER 24-1095 FOR HALL & OGLE ARCHITECTS.
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THIS DESCRIPTION HAS BEEN CREATED BY SLIGER & ASSOCIATES INC., PER CLIENT REQUEST.
6. THIS SKETCH IS A SET AND IS NOT VALID WITHOUT ALL SHEETS INCLUDING SHEETS 1 THROUGH 4.

THIS SKETCH OF DESCRIPTION IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CERTIFIED TO:

HALL & OGLE ARCHITECTS

JEFFREY S. HATTENDORF P.S.M. NO. 6193

PROJECT: WILLOW RUN PARK
CLIENT: HALL & OGLE ARCHITECTS

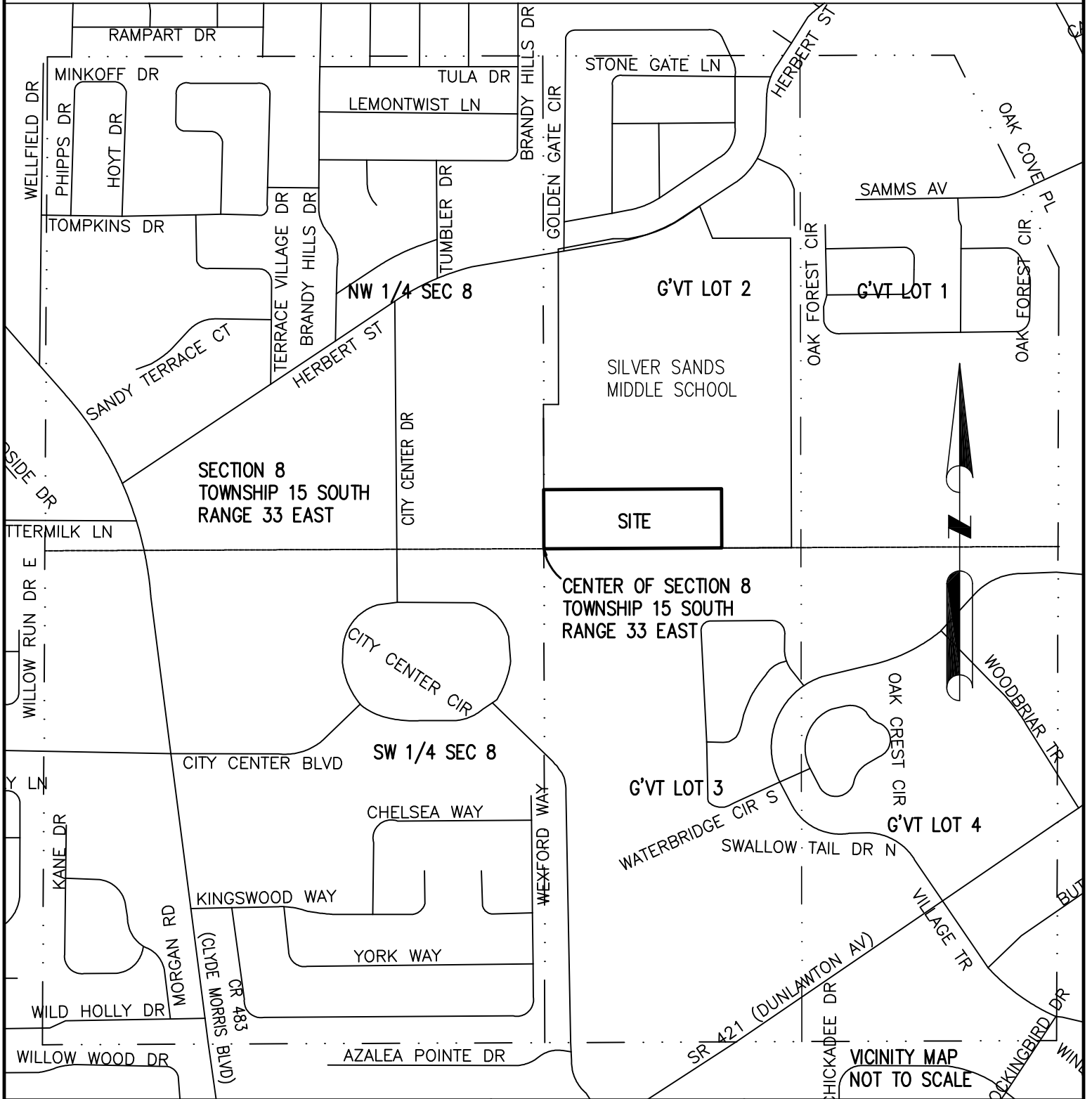
SCALE: N/A
DATE: 04-22-2025

DRAWN BY: J. MOLLER

JOB NO. 25-0380 SHEET 4 OF 4

Exhibit "2"
City Center Addition Tract

SKETCH OF DESCRIPTION

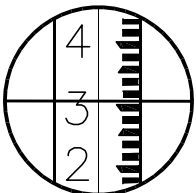


PROJECT: SILVER SANDS MIDDLE SCHOOL
 CLIENT: SCHOOL BOARD OF VOLUSIA COUNTY

SCALE: N/A
 DATE: 04-30-2025

LEGEND / ABBREVIATIONS

-	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
⊕	CENTERLINE
△	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVE



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LICENSED BUSINESS CERTIFICATION NUMBER 3019

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SKETCH OF DESCRIPTION

GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.



S00°04'37"E 1653.00'

NW 1/4
SEC 8

WEST LINE GOV'T LOT 2

N00°08'26"E 829.33'

G'VT LOT 2

SILVER SANDS
MIDDLE SCHOOL

S89°51'34"E
80.00'

N00°08'26"E 769.80'

S89°59'08"E 950.00'

N00°08'26"E
315.50'

POINT OF BEGINNING
CENTER OF SECTION 8
TOWNSHIP 15 SOUTH
RANGE 33 EAST

299,725 SQ. FT.
±6.881 AC

S00°08'26"W
315.50'

N89°59'08"W 950.00'

N89°59'08"W 1322.09'
SOUTH LINE GOV'T LOT 2

LEGEND / ABBREVIATIONS

—	CHANGE IN DIRECTION	CB	CHORD BEARING
R/W	RIGHT OF WAY	PC	POINT OF CURVATURE
⊙	CENTERLINE	PT	POINT OF TANGENCY
△	CENTRAL ANGLE	PCC	POINT OF COMPOUND CURVE
R	RADIUS	PNT	POINT OF NON-TANGENCY
L	ARC LENGTH	PRC	POINT OF REVERSE CURVE

**SLIGER &
ASSOCIATES, INC.**

PROJECT: SILVER SANDS MIDDLE SCHOOL
CLIENT: SCHOOL BOARD OF VOLUSIA COUNTY

SCALE: 1"=200'
DATE: 04-30-2025

JOB NO. 25-0420 SHEET 2 OF 3

SKETCH OF DESCRIPTION

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.
2. THE BEARINGS SHOWN HEREON ARE ASSUMED WITH THE BEARING OF $N00^{\circ}08'26''E$ ALONG WESTERLY LINE OF GOVERNMENT LOT 2, SECTION 8, TOWNSHIP 15 SOUTH, RANGE 33 EAST.
3. THIS SKETCH IS BASED SURVEY INFORMATION PREPARED BY PHILLIPS SURVEYING, FOR BLAIS & SAYERS ARCHITECTS, DATED 11-26-81.
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THIS DESCRIPTION HAS BEEN CREATED BY SLIGER & ASSOCIATES INC., PER CLIENT REQUEST.
6. THIS SKETCH IS A SET AND IS NOT VALID WITHOUT ALL SHEETS INCLUDING SHEETS 1 THROUGH 3.

DESCRIPTION:

A PORTION OF THE SOUTH 25 CHAINS OF GOVERNMENT LOT 2 SECTION 8, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNT FLORIDA. DESCRIBED AS FOLLOWS:

BEGIN AT THE CENTER OF SAID SECTION 8, AS ESTABLISHED AND OCCUPIED; THENCE RUN $N00^{\circ}08'26''E$, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 315.50 FEET; THENCE DEPART SAID WEST LINE $S89^{\circ}59'08''E$, A DISTANCE OF 950.00 FEET; THENCE $S00^{\circ}08'26''W$, A DISTANCE OF 315.50 FEET TO THE SOUTH LINE OF SAID GOVERNMENT LOT 2; THENCE $N89^{\circ}59'08''W$ ALONG SAID SOUTH LINE, A DISTANCE OF 950.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 299,275 SQ.FT. OR 6.881 ACRES MORE OR LESS.

THIS SKETCH OF DESCRIPTION IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CERTIFIED TO:

SCHOOL BOARD OF VOLUSIA COUNTY

JEFFREY S. HATTENDORF P.S.M. NO. 6193

PROJECT: SILVER SANDS MIDDLE SCHOOL
CLIENT: SCHOOL BOARD OF VOLUSIA COUNTY

SCALE: N/A
DATE: 04-30-2025

DRAWN BY: J. MOLLER

JOB NO. 25-0420 SHEET 3 OF 3

Exhibit "3"
City Deed

Prepared by
Shannon K. Balmer
Senior Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange FL 32129

Portion of Parcel No. 6318-00-00-0050

Quit-Claim Deed
(with Reservation of Easement)

This Indenture, made this _____ day of _____, 2025, between **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, located in Volusia County, Florida, mailing address: 1000 City Center Circle, Port Orange FL 32129, Grantor, and **SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA**, mailing address: P.O. Box 2118, DeLand, FL, 32721, Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the said Grantee, its successor and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to the following described piece or parcel of land, situate, lying and being in the County of Volusia, State of Florida to wit:

See **Exhibit "A,"** attached hereto and made a part hereof by reference ("Subject Property").

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining, and specifically releasing any automatic reservation and right of entry in accordance with Section 270.11, Florida Statutes.

TO HAVE AND TO HOLD, the said premises and appurtenances thereof unto the Grantee, forever, except that:

RESERVING unto the Grantor for itself, its successors and assigns, as and for an appurtenance to that certain real property, a perpetual non-exclusive access, drainage, utilities and maintenance easement for the perpetual right to enter upon the easement premises described herein to construct, install, operate, maintain, repair, replace and remove above and underground utility systems, including but not specifically limited to: potable water, reclaimed water, sanitary sewer, telecommunication lines, fiber optics, and drainage, along with associated conduits or pipes; and the right to transmit and convey utilities through and under said lands, together with the right to excavate and refill ditches and trenches, and the placement of such lines or pipes servicing the same within that certain real property, being graphically depicted and more particularly described in **Exhibit "B"**, attached hereto and made a part hereof by reference, ("Easement Premises").

It is expressly understood and agreed that the terms, covenants and conditions of the reservation of easement, referenced hereinabove, shall be and constitute covenants running with and binding upon the Subject Property and shall constitute an obligation on the said real property, regardless of title or ownership thereof and regardless of any future change which may take place therein.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

In Witness Whereof, Grantor has hereunto has caused this Quit Claim Deed to be executed under seal and on its behalf the day and year first above written.

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
A Chartered Municipal Corporation

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

By: _____
Scott Stiltner, Mayor

Date: _____, 2025

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

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

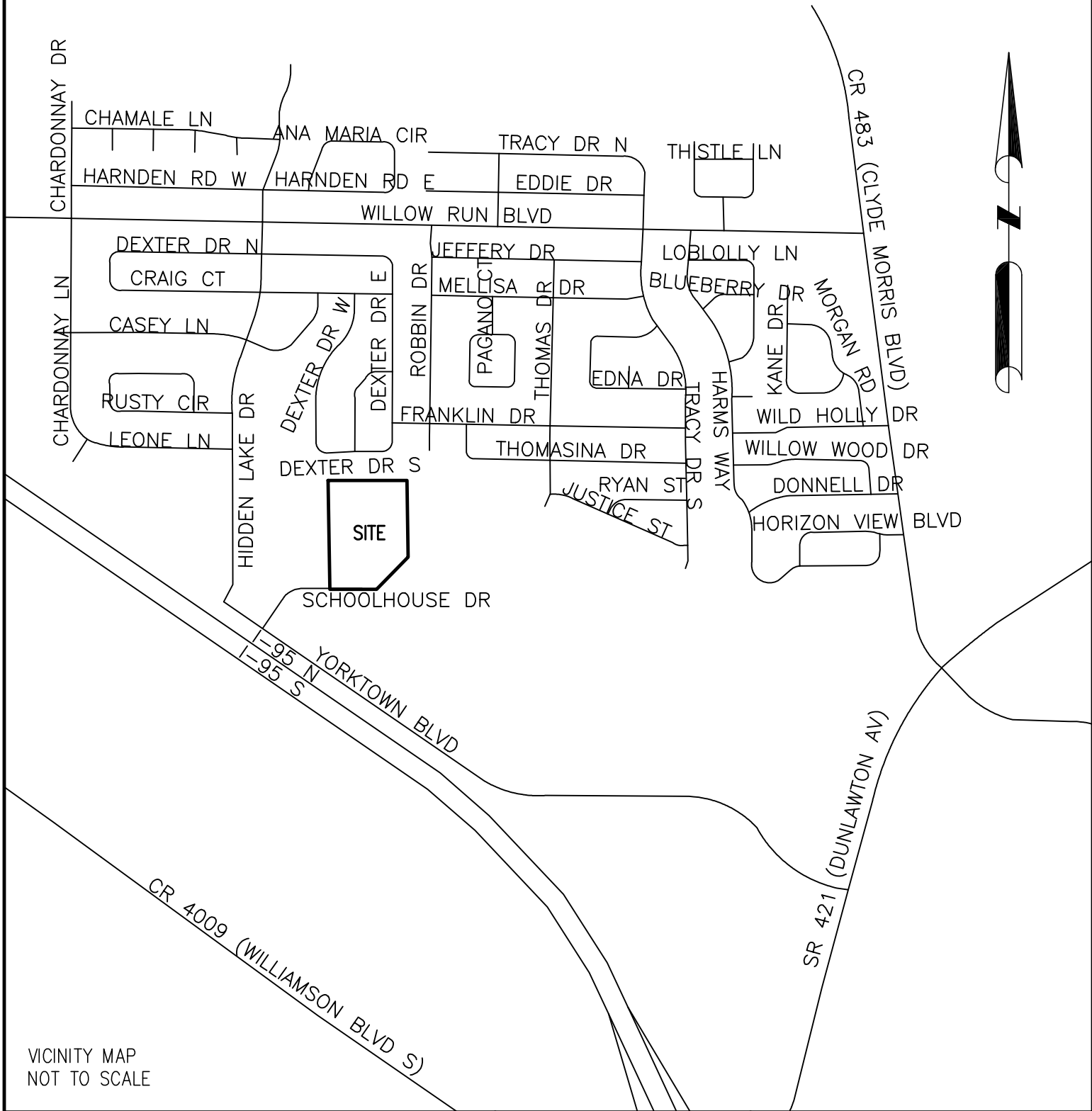
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me 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 Florida municipal corporation, who acknowledge that they are duly authorized to execute the foregoing agreement on behalf of the city. They are personally known to me.

Notary Public, State of Florida at Large
Printed name of Notary, Commission, Seal & Expiration Date:

Exhibit "A"
Legal Description of Subject Property

SKETCH OF DESCRIPTION



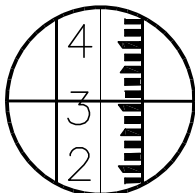
VICINITY MAP
NOT TO SCALE

PROJECT: WILLOW RUN PARK
CLIENT: HALL & OGLE ARCHITECTS

SCALE: N/A
DATE: 04-22-2025

LEGEND / ABBREVIATIONS

-	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
⊕	CENTERLINE
△	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVE



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LICENSED BUSINESS CERTIFICATION NUMBER 3019

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SKETCH OF DESCRIPTION



HIDDEN LAKE PHASE IV-A
MAP BOOK 40, PAGES 86-87

HIDDEN LAKE PHASE II
MAP BOOK 38, PAGES 63-64

HIDDEN LAKE PHASE I
MAP BOOK 37,
PAGES 121-122

DRAINAGE EASEMENT

N89°53'21"E 579.08'

SCHOOL BOARD OF
VOLUSIA COUNTY
O.R.B. 3099, PG. 0853

NORTH LINE O.R.B. 3099, PG. 849

5' CHAINLINK FENCE (TYPICAL)

299801 Sq. Feet
6.883 Acres

CITY OF PORT ORANGE
PUBLIC PARK
O.R.B. 3099, PG. 0849

WEST LINE O.R.B. 3099, PG. 849
N00°58'01"W 517.22'

EAST LINE O.R.B. 3099, PG. 849
S00°57'27"E 518.41'

POINT OF BEGINNING

N89°59'32"W 579.01'

POINT OF COMMENCEMENT
NORTHEAST CORNER
SCHOOL HOUSE DRIVE

N00°58'01"W
283.00'

S89°51'17"W 343.55'

SCHOOL HOUSE DRIVE (50' R/W)
M.B. 55, PGS. 155-167

HIDDEN LAKE DRIVE (80' R/W)
M.B. 55, PGS. 155-167

YORKTOWN BLVD (100' R/W)
M.B. 55, PGS. 155-167

PORT ORANGE LANDINGS
M.B. 55, PGS. 155-167

LEGEND / ABBREVIATIONS

—	CHANGE IN DIRECTION	CB	CHORD BEARING
R/W	RIGHT OF WAY	PC	POINT OF CURVATURE
⊕	CENTERLINE	PT	POINT OF TANGENCY
△	CENTRAL ANGLE	PCC	POINT OF COMPOUND CURVE
R	RADIUS	PNT	POINT OF NON-TANGENCY
L	ARC LENGTH	PRC	POINT OF REVERSE CURVE

**SLIGER &
ASSOCIATES, INC.**

PROJECT: WILLOW RUN PARK
CLIENT: HALL & OGLE ARCHITECTS

SCALE: 1"=200'
DATE: 04-22-2025

JOB NO. 25-0380 SHEET 2 OF 4

SKETCH OF DESCRIPTION

DESCRIPTION:

A PORTION OF REAL PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3099, PAGE 849, SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT NORTHEAST CORNER SCHOOL HOUSE DRIVE (50' R/W) AS SHOWN ON THE PLAT OF PORT ORANGE LANDINGS, RECORDED IN MAP BOOK 55, PAGES 155 THROUGH 167, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE RUN $S89^{\circ}51'17''W$ ALONG THE NORTH RIGHT OF WAY LINE A DISTANCE OF 343.55 FEET TO THE WEST LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3099, PAGE 849; THENCE DEPART SAID NORTH RIGHT OF WAY LINE ALONG SAID WEST LINE $N00^{\circ}58'01''W$, 283.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE ALONG SAID WEST LINE $N00^{\circ}58'01''W$, 517.22 FEET TO THE NORTH LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3099, PAGE 849; THENCE ALONG SAID NORTH LINE $N89^{\circ}53'21''E$, 579.08 FEET TO THE EAST LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3099, PAGE 849; THENCE ALONG SAID EAST LINE $S00^{\circ}57'27''E$, 518.41 FEET; THENCE DEPART SAID EAST LINE $N89^{\circ}59'32''W$, 579.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 299801 SQ. FT. OR 6.883 ACRES MORE OR LESS.

SKETCH OF DESCRIPTION

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.
2. THE BEARINGS SHOWN HEREON ARE ASSUMED WITH A BEARING OF S89°51'17"W, ALONG NORTH LINE OF SCHOOL HOUSE DRIVE.
3. THIS SKETCH IS BASED SURVEY INFORMATION PREPARED BY THIS FIRM, JOB NUMBER 24-1095 FOR HALL & OGLE ARCHITECTS.
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THIS DESCRIPTION HAS BEEN CREATED BY SLIGER & ASSOCIATES INC., PER CLIENT REQUEST.
6. THIS SKETCH IS A SET AND IS NOT VALID WITHOUT ALL SHEETS INCLUDING SHEETS 1 THROUGH 4.

THIS SKETCH OF DESCRIPTION IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CERTIFIED TO:

HALL & OGLE ARCHITECTS

JEFFREY S. HATTENDORF P.S.M. NO. 6193

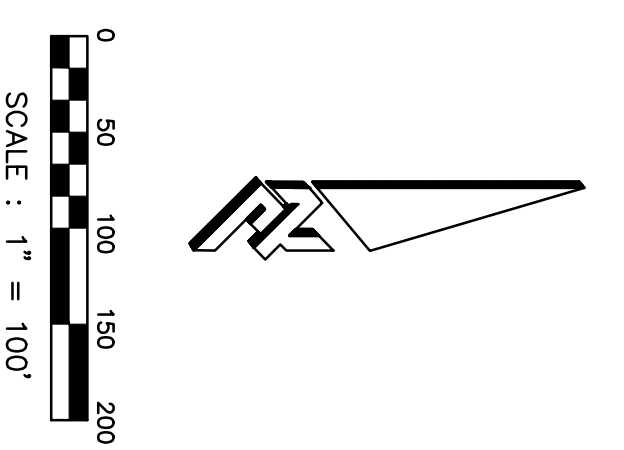
PROJECT: WILLOW RUN PARK
CLIENT: HALL & OGLE ARCHITECTS

SCALE: N/A
DATE: 04-22-2025

DRAWN BY: J. MOLLER

JOB NO. 25-0380 SHEET 4 OF 4

Exhibit "B"
Legal Description of Easement Premises



**HORIZON
ELEMENTARY SCHOOL
LAND SWAP EXHIBIT**

CITY OF PORT ORANGE

VOLUSIA COUNTY, FLORIDA

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	04-16-25	OBB	CONCEPTUAL LAND SWAP PLAN

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

**ZEV COHEN
& ASSOCIATES, INC.**
300 INTERCHANGE BLVD., STE. C
GRAND BEACH, FL 33174
WWW.ZEVCOHEN.COM

SHEET 1 OF 1
NOT VALID WITHOUT SEAL
XXX

PROJECT NO. 2024036
DESIGNED BY: BB
DRAWN BY: OBB
CHECKED BY: BB
DRAWING FILE: 24205-CONCEPT-5
XREF: XXXX.DWG
XREF: XXXX.DWG
XREF: XXXX.DWG

(BB 4510) (L.C 62)

Exhibit "4"
School Board of Volusia County Deed

Prepared by and return to:
Frank A. (Alex) Ford, Jr.
Attorney at Law
Landis Graham French, P.A.
145 E. Rich Avenue Suite C
DeLand, FL 32724
386-734-3451
File Number: 47108-037

A portion of Tax Parcel
ID #6308-00-02-0020

[Space Above This Line For Recording Data]

Quit Claim Deed

This Quit Claim Deed made this ____ day of **June 2025** between **The School Board of Volusia County, Florida, a political subdivision of the State of Florida** whose post office address is **200 N. Clara Avenue, DeLand, FL 32720**, grantor, and **The City of Port Orange, Florida, a chartered municipal corporation**, whose mailing address: 1000 City Center Circle, Port Orange FL 32129, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **Volusia County, Florida** to-wit:

A PORTION OF THE SOUTH 25 CHAINS OF GOVERNMENT LOT 2 SECTION 8, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE CENTER OF SAID SECTION 8, AS ESTABLISHED AND OCCUPIED; THENCE RUN N00°08'26"E, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 315.50 FEET; THENCE DEPART SAID WEST LINE S89°59'08"E, A DISTANCE OF 950.00 FEET; THENCE S00°08'26"W, A DISTANCE OF 315.50 FEET TO THE SOUTH LINE OF SAID GOVERNMENT LOT 2; THENCE N89°59'08"W ALONG SAID SOUTH LINE A DISTANCE OF 950.00 FEET TO THE POINT OF BEGINNING

Further, Grantor does hereby release the automatic reservations in said lands, as provided for by virtue of Section 270.11 of the Florida Statutes.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

School Board of Volusia County, Florida, a political subdivision of the State of Florida

Witness Name: _____
Address: _____

By: _____
Jamie M. Haynes, Chair

Witness Name: _____
Address: _____

Attested by:

Dr. Carmen Balgobin, Superintendent

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of June 2025 by Jamie M. Haynes, Chairman and Dr. Carmen Balgobin, Superintendent of the School Board of Volusia County, Florida, a political subdivision of the State of Florida, on behalf of the political subdivision of the State of Florida. They are personally known to me or have produced a driver's license as identification.

[Notary Seal]

Notary Public
Printed Name: _____
My Commission Expires: _____



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/17/2025

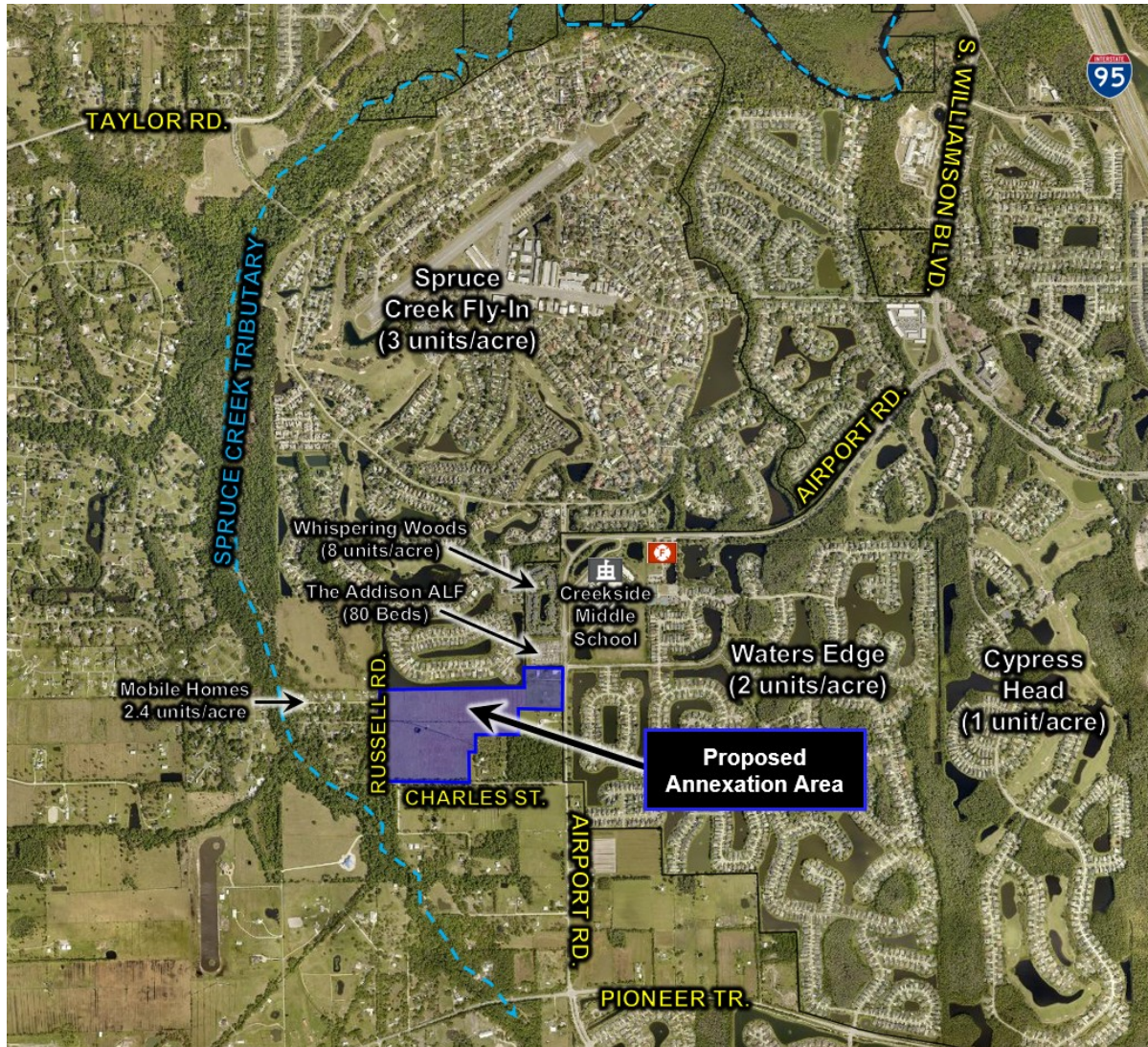
SUBJECT: (E16) Second Reading - Ordinance No. 2025-14 - Annexation/Vintage Acres

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

Amanda Bonin
Amanda Bonin

Created/Initiated - 5/29/2025
Final Approval - 5/29/2025

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 N89°17'40"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, N89°17'40"EAST, 2,056.09 FEET; THENCE DEPARTING SAID NORTH LINE, S00°40'39"E, 254.34 FEET; THENCE S89°10'44"W, 111.65 FEET; THENCE S00°39'34"E, 406.64 FEET; THENCE S89°11'50"W, 1,224.42 FEET; THENCE S00°37'28"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, N87°58'36"W, 38.96 FEET; THENCE N89°45'10"W, 100.06 FEET; THENCE N88°36'27"W, 100.05 FEET; THENCE N89°45'10"W, 100.00 FEET; THENCE S89°57'38"W, 100.01 FEET; THENCE N89°23'01"W, 100.00 FEET; THENCE N89°45'10"W, 100.00 FEET; THENCE N89°56'20"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, N00°34'09"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 OF 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, PUBLIC 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 $S0^{\circ}06'30''E$, ALONG SAID WEST LINE OF LOT 1, SECTION 3, A DISTANCE OF 409.1 FEET TO A POINT THEREIN; THENCE $N64^{\circ}58'03''E$, 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 $N21^{\circ}23'44''W$, 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 $S60^{\circ}39'46''W$ ALONG SAID NORTH LINE OF LOT 5, A DISTANCE OF 696.93 FEET TO THE NORTHWEST CORNER THEREOF; THENCE $S0^{\circ}17'00''W$, ALONG THE WEST LINE OF 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 LINE 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 NORTH 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 1/4 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 ANGLE 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°39'12"W 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 $\frac{1}{4}$, NE $\frac{1}{4}$, 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 $\frac{1}{2}$, NE $\frac{1}{4}$, 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 $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ 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 $\frac{1}{2}$ 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 $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE $\frac{1}{4}$ 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 NORTHERLY 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 SOUTHEAST 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 LINE 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 ¼ 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 FOLLOWING 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 EAST, 224.11 FEET TO A POINT IN THE WESTERLY LINE OF SAID HERBERT STREET, THENCE NORTH 39 DEGREES 53 MINUTES EAST ALONG THE WESTERLY LINE OF SAID WEST HERBERT STREET 196.59 FEET TO THE POINT OF BEGINNING, BEING ALSO KNOWN AS THAT PORTION OF SAID LOTS 3 AND 4, AFOREMENTIONED LYING EASTERLY OF THE EAST LINE OF THE 30 FOOT WIDE GAS COMPANY RIGHT OF WAY EASEMENT 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 COUNNER 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 MINUTS 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 45 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 IV-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 ¼ 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 1, 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 TO 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 PARCEL 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°39'12"W 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 DISTRICT 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 NORTHWESTERLY 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°39'12"W 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 EXCEPTIONING 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 EXCEPTIONING 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 $\frac{1}{4}$, NE $\frac{1}{4}$, 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, PATE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL FOUR: ALL THAT PART OF THE WEST $\frac{1}{2}$, NE $\frac{1}{4}$, 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 $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ 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 $\frac{1}{2}$ 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 $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE $\frac{1}{4}$ OF SECTION 25 TO THE SOUTHEAST CORNER OF THE NE $\frac{1}{4}$ OF SECTION 25; THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE NE $\frac{1}{4}$ 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 $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ AND PART OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$, SECTION 19, TOWNSHIP 16-S, RANGE 33-E AND PART OF THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$, 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 $\frac{1}{4}$ OF SAID SEC. 19; THENCE N 87° 16' 16" E ALONG THE N LINE OF SAID SW $\frac{1}{4}$ 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. 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.

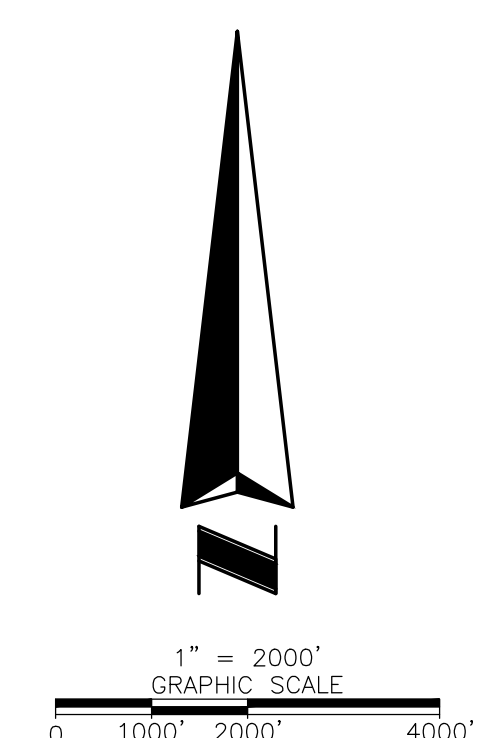
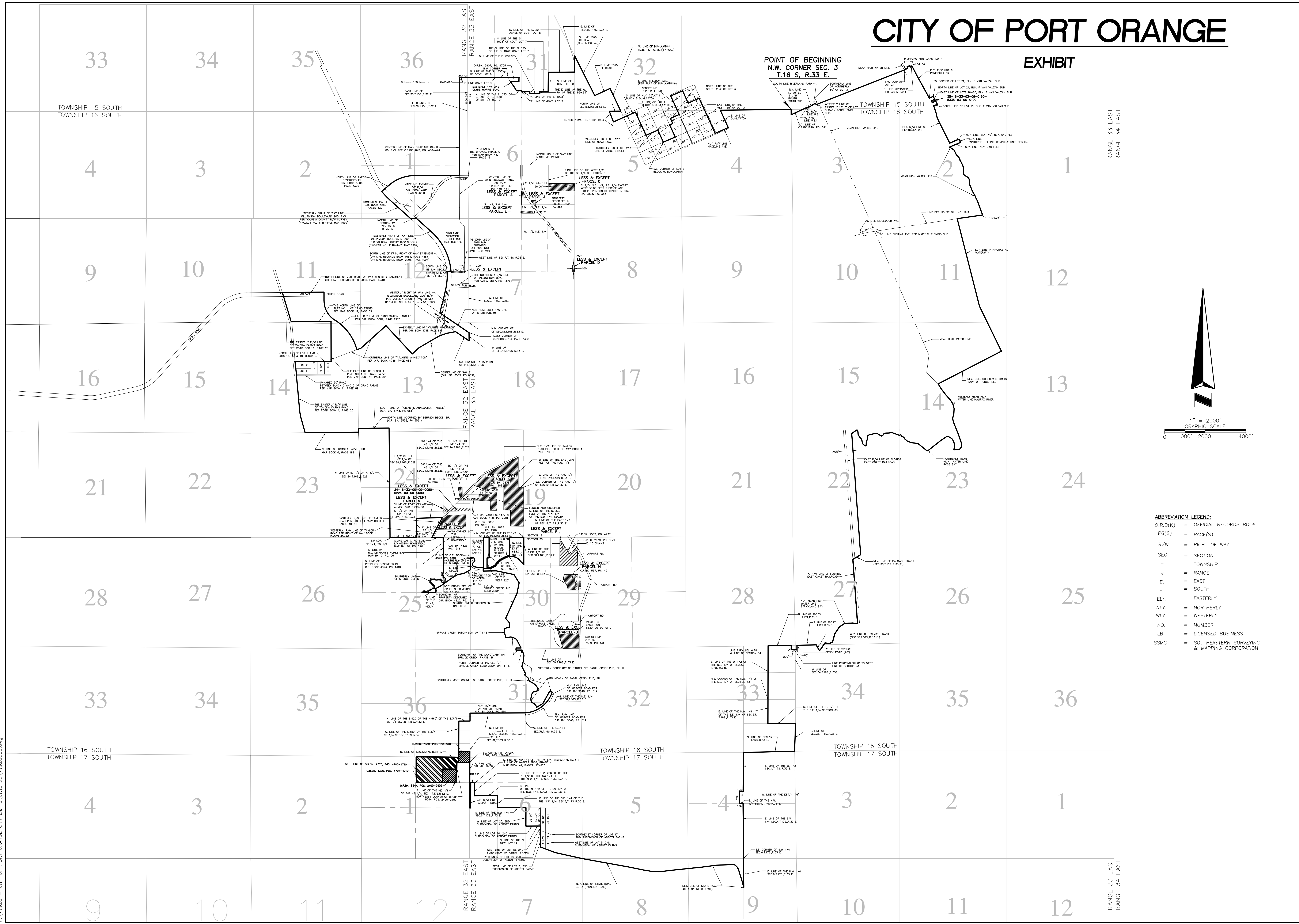
PARCEL B:

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:

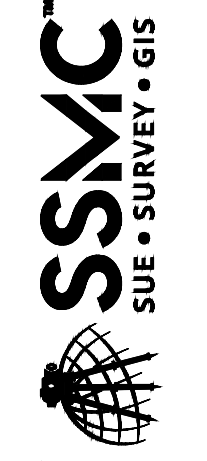
COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF THE SW 1/4 OF SAID SEC. 19: THENCE N87° 16' 16"E ALONG THE NORTH LINE OF SAID SW 1/4 FOR A DISTANCE OF 231.03 FT. TO THE EASTERLY RIGHT-OF-WAY OF TAYLOR RD.: THENCE N36° 51' 35"E ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 95.35 FT.: THENCE 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



- 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 6000 All American Boulevard Orlando, Florida 32817-4300 Phone: (407) 292-8500 e-mail: info@southesternsurveying.com Certification Number: 182108	
BY	
REVISION	
REVISION DATE	
EXHIBIT	
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA	
Project:	
Drawing Date:	FEBRUARY 25, 2025
Scale:	1" = 2000'
Drawn By:	BB
CITY OF PORT ORANGE	
DRAWING NUMBER	71928002
SHEET NUMBER	1
OF	1

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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

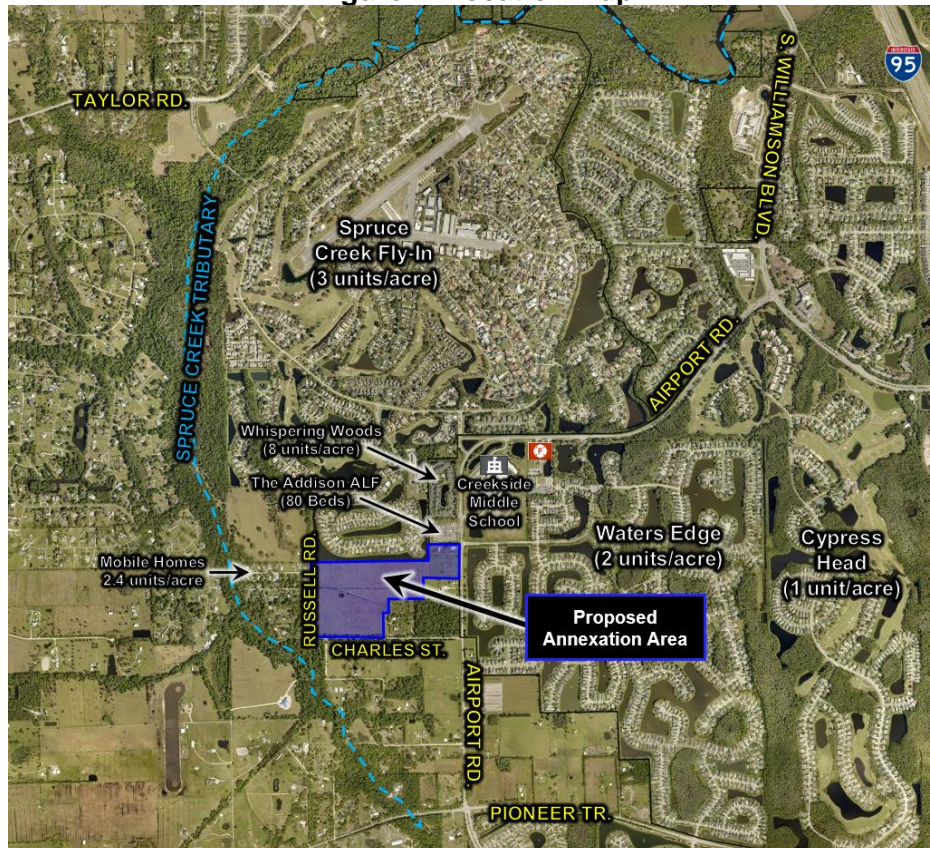
STAFF RECOMMENDATION: Approval

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)	Volusia County <i>Urban Low Intensity</i> (0-4 units /acre)	Volusia County Planned Unit Development
	Assisted Living Facility (80-bed facility)	City of Port Orange <i>Office/Residential Transition</i>	City of Port Orange Planned Unit Development
South	Charles Street - Volusia County Right-of-Way	Volusia County Right-of-Way	Volusia County Right-of-Way
	Single-Family Homes	Volusia County <i>Agriculture Resource</i> (1 unit/10 acres) and <i>Rural</i> (1 unit/5 acres)	Volusia County MH-3 Rural Mobile Home, A-1 Prime Agriculture, and A-2 Rural Agriculture
East	Airport Road - Volusia County Right-of-Way	Volusia County Right-of-Way	Volusia County Right-of-Way
	Waters Edge Single-Family Home Subdivision (2 units per acre)	City of Port Orange <i>Rural Transition</i> (0-2 units/acre)	City of Port Orange Planned Unit Development
West	Russell Road - Volusia County Right-of-Way	Volusia County Right-of-Way	Volusia County Right-of-Way
	Mobile Homes (2.4 units per acre)	Volusia County <i>Rural</i> (1 unit/5 acres) and <i>Agriculture Resource</i> (1 unit/10 acres)	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 within 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, \pm 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 \pm 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

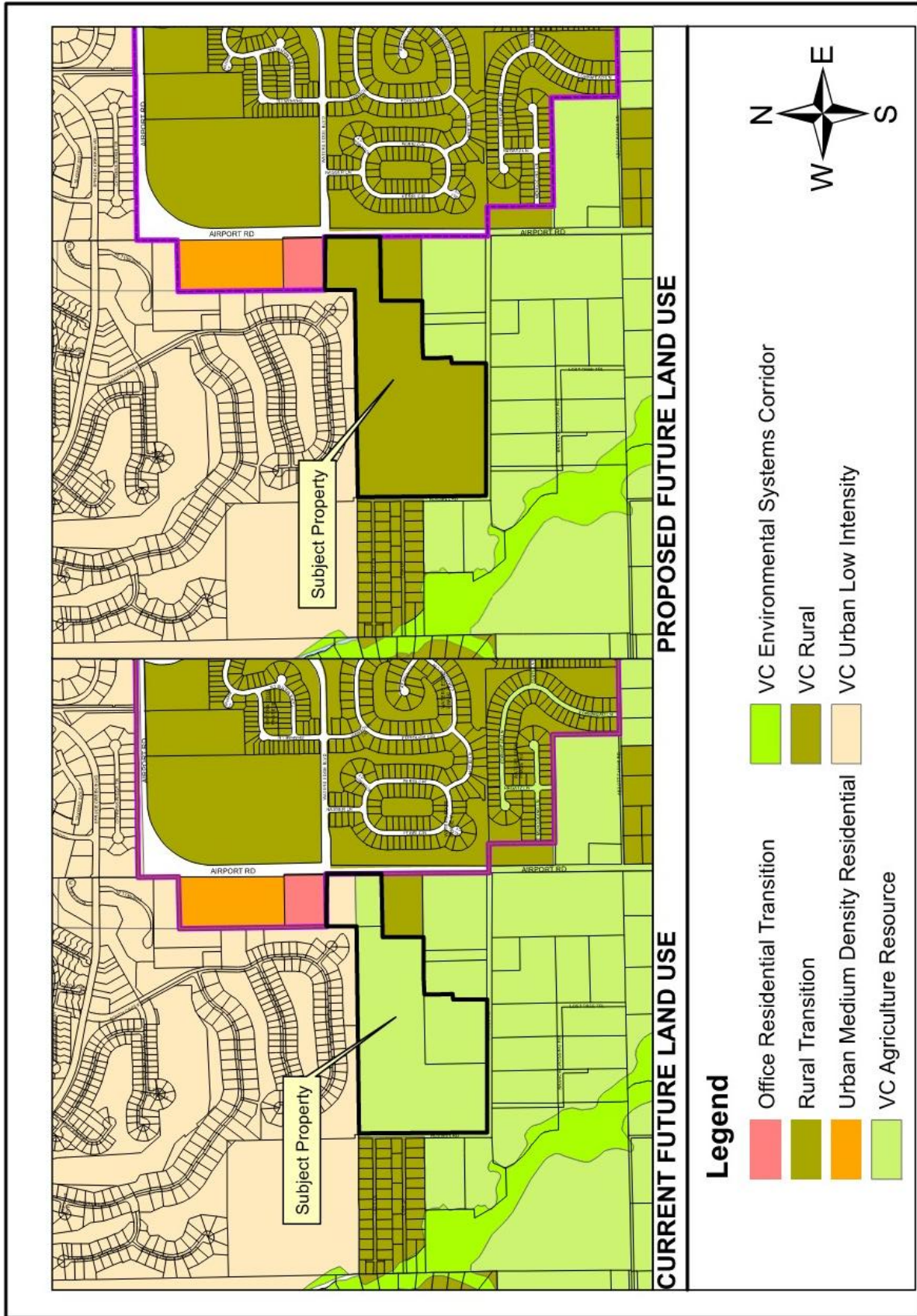


Exhibit 2





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. ANN-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 law¹ for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Development orders, and development permits, as those terms are defined in s. 163.3164; and development agreements as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
 - c. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - d. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - e. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The 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 useful² (if any): N/A

² You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/17/2025

SUBJECT: (E17) Second Reading - Ordinance No. 2025-16 - Rezoning/422 Jefferson Avenue

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance 2025-16.

SUMMARY: Planning Commission Action (5/22/25): Recommended Approval (Vote 6-0)

The proposed administrative rezoning (Case No. REZONING-25-0003) is to change the zoning of a ±0.26-acre property located at the southeast corner of Jefferson Avenue and Oak Street from Community Commercial (CC) to Neighborhood Preservation (NP). If approved, the existing single-family residence on the property will be demolished and replaced with a new single-family home, consistent with the surrounding neighborhood character.



Location map of 422 Jefferson Avenue

The subject property has been occupied by a single-family home since 1963. This home was damaged during Hurricane Ian, and the property owners are currently in the Volusia County Transform 386 Program to have the home demolished and a new home rebuilt in its place. In April 2025, a building permit application to rebuild a home on the subject property was submitted to the City for review. During the staff's review of the building permit, it was discovered that four lots, including the subject property, located on the east side of Jefferson Avenue, between Oak Street and B Street, were zoned Community Commercial (CC). Although these properties are currently designated as commercial on the City's Zoning Map, they have been developed and used for residential purposes since the early 1960s. Given the established residential zoning and existing homes on the adjacent properties to the west, south, and north, staff has concluded that these four lots should be rezoned to a residential district to ensure consistency with surrounding land uses and zoning patterns.

To proceed with the issuance of the building permit to rebuild the home on the subject property, it must be rezoned to a residential zoning district that allows single-family homes and provides the building setbacks that a new home must meet. To address the zoning inconsistency of the subject property, staff has prepared an administrative rezoning application to rezone the subject property to Neighborhood Preservation (NP). Rezoning the subject property to NP will bring it into conformance with the City's Comprehensive Plan, make it consistent with the surrounding area, and the historic and intended use of the subject property.

If approved, the new single-family home to be built on the subject property will need to

meet all requirements in the Land Development Code (LDC) and Florida Building Code (FBC). The proposed new home's finished floor will be elevated three (3) feet above the existing grade.

There are three (3) additional residential homes on lots zoned commercial that are located directly south of the subject property that are proposed to be included in a future administrative rezoning. To prevent delays in the permitting process for a Transform 386 grant project, staff proceeded with rezoning the subject property independently at this time. Staff will continue working with the owners of the adjacent lots to rezone their properties from Community Commercial (CC) to Neighborhood Preservation (NP) in the near future.

The staff report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2025-16 with exhibits	Ordinance No. 2025-16 with exhibits.pdf
2.	STAFF REPORT	STAFF REPORT .pdf
3.	Business Impact Estimate - ORD 2025-16 422 Jefferson Ave rezoning	Business Impact Estimate - ORD 2025-16 422 Jefferson Ave rezoning.docx

Penelope Cruz
Amanda Bonin

Created/Initiated - 5/29/2025
Final Approval - 5/29/2025

ORDINANCE NO. 2025-16

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY LOCATED AT 422 JEFFERSON AVENUE, CONSISTING OF APPROXIMATELY ±0.26 ACRES FROM COMMUNITY COMMERCIAL (CC) TO NEIGHBORHOOD PRESERVATION (NP); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, ±0.26 acres of the property located at 422 Jefferson Avenue to be rezoned from Community Commercial (CC) to Neighborhood Preservation (NP); 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 ±0.26 acres of the property located at 422 Jefferson Avenue from Community Commercial (CC) to Neighborhood Preservation (NP), 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"

Legal Description

LOTS 5 & 6 BLK J VIRGINIA HEIGHTS PORT ORANGE MB 9 PG 92 PER OR 5140
PG 4698 PER OR 8526 PG 2383

EXHIBIT "B"

Zoning Map



Legend

-  Community Commercial
-  Neighborhood Preservation
-  Ridgewood Development





STAFF REPORT

ADMINISTRATIVE REZONING

CASE NO. REZONING-25-0003

REQUEST:	Rezone ±0.26 acres from Community Commercial (CC) to Neighborhood Preservation (NP)
LOCATION:	422 Jefferson Avenue (Figure 1 – Location Map)
OWNERS:	Gloria and Krystian Scholz
APPLICANT:	City of Port Orange
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 6-0 (May 22, 2025)
CITY COUNCIL:	June 3, 2025

PROPERTY OVERVIEW

The proposed administrative rezoning is to change the zoning of a ±0.26-acre property located at the southeast corner of Jefferson Avenue and Oak Street from Commercial (CC) to Neighborhood Preservation (NP). If approved, the existing single-family residence on the property will be demolished and replaced with a new single-family home, consistent with the surrounding neighborhood character.

Figure 1. Location Map



DISCUSSION

The subject property has been occupied by a single-family home since 1963. This home was damaged during Hurricane Ian and property owners are currently in the Volusia County Transform 386 Program to have the home demolished and a new home rebuilt in its place. In April 2025, a building permit application to rebuild a home on the subject property was submitted to the City for review. During staff's review of the building permit, it was discovered that four lots, including the subject property, located on the east side of Jefferson Avenue, between Oak Street and B Street, were zoned Community Commercial (CC). Although these properties are currently designated as commercial on the City's Zoning Map, they have been developed and used for residential purposes since the early 1960s. Given the established residential zoning and existing homes on the adjacent properties to the west, south, and north, staff has concluded that these four lots should be rezoned to a residential district to ensure consistency with surrounding land uses and zoning patterns.

There are three (3) additional lots located directly south of the subject property that could not be included in this administrative rezoning due to delays in obtaining the necessary authorization forms from the property owners. To prevent delays in the permitting process for a Transform 386 grant project, staff proceeded with rezoning the subject property independently at this time. Staff will continue working with the owners of the adjacent lots to rezone their properties from Commercial (CC) to Neighborhood Preservation (NP) in the near future.

To proceed with the issuance of the building permit to rebuild the home on the subject property, it must be rezoned to a residential zoning district that allows single-family homes and provides the building setbacks that a new home must meet. To address the zoning inconsistency of the subject property, staff has prepared an administrative rezoning application to rezone the subject property to Neighborhood Preservation (NP). Rezoning the subject property to NP will bring it into conformance with the City's Comprehensive Plan, make it consistent with the surrounding area and the historic and intended use of the subject property (see Figure 2).

The NP zoning district is intended to preserve the character, housing mix and density of existing older mixed-use neighborhoods by providing for compatible infill development and redevelopment of single-family detached dwellings.

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.

If approved, the new single-family home to be built on the subject property will need to meet all requirements in the Land Development Code (LDC) and Florida Building Code (FBC). The proposed new home's finished floor will be elevated three (3) feet above the existing grade and the Base Flood elevation on piers.

COMPATIBILITY WITH SURROUNDING USES AND ZONING DISTRICTS

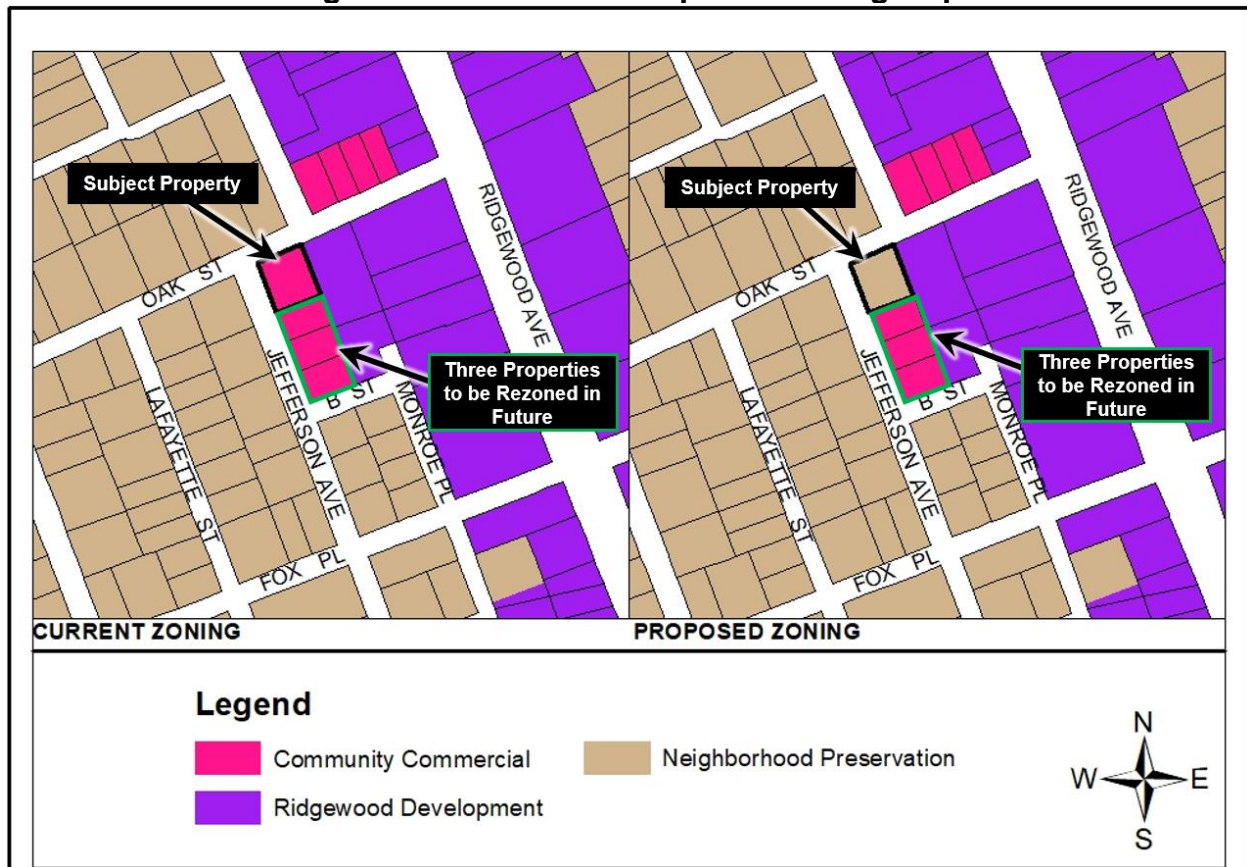
The proposed NP zoning district is appropriate for this location and is compatible with the surrounding properties. Table 1 summarizes the existing land use, zoning districts, and

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	Single-family home	<i>Urban Medium Density Residential (4-8 units/acre)</i>	Neighborhood Preservation (NP)
South	Single-family home	<i>Suburban Residential (2-4 units/acre)</i>	Community Commercial (CC)
East	City-owned Pond	<i>Commercial</i>	Ridgewood Development (RD)
West	Jefferson Avenue right-of-way and Single-family home	<i>Suburban Residential (2-4 units/acre)</i>	Neighborhood Preservation (NP)

Figure 2. Current and Proposed Zoning Map



CONSISTENCY WITH COMPREHENSIVE PLAN

The subject property is designated *Suburban Residential (2-4 units/acre)* on the City’s Future Land Use Map. The proposed rezoning is 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 has been developed with a single-family home since 1963, and this residential use is consistent with the City's Comprehensive Plan and compatible with the surrounding properties.

The proposed Neighborhood Preservation (NP) zoning district is consistent with the current *Suburban Residential* Future Land Use (FLU) designation for the subject property. The *Suburban Residential* FLU designation typically supports detached or attached single-family homes and is intended for areas situated between collector and arterial roadways.

STAFF RECOMMENDATION

Staff recommends **approval** of the request to rezone ±0.26 acres from Community Commercial (CC) to Neighborhood Preservation (NP).



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. 2025-16 – Administrative rezoning to change the zoning of a ±0.26-acre property located at the southeast corner of Jefferson Avenue and Oak Street from Commercial (CC) to Neighborhood Preservation (NP). [Case No. REZONING-25-0003]

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 law¹ for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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- The proposed ordinance is enacted to implement the following:
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 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
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2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: N/A

4. Additional information the governing body deems useful² (if any): N/A

² You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.