



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

AUGUST 5, 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. Legislative Update - House Representative Chase Tramont
5. Public Comments on Consent Agenda Items Only

B. CONSENT AGENDA

6. Approval of Minutes
 - a. July 15, 2025 - Regular City Council Meeting
7. Approval of Interlocal Agreement with the County of Volusia for Traffic Signal Maintenance
8. Resolution No. 25-36 - Approval of HUD CDBG Plan Year 2025 Annual Action Plan
9. Resolution No. 25-37 - Approval of Grant Agreement No. QG023 with Florida Department of Environmental Protection for the Harbor Road Spruce Creek/Rose Bay Septic to Sewer Project

C. EASTPORT CRA REGULAR MEETING

D. TOWN CENTER CRA REGULAR MEETING

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

F. COMMENTS AND ADDITIONAL ITEMS

10. Council Members

11. City Attorney

12. City Manager

G. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

13. Environmental Advisory Board Report

H. PUBLIC HEARING

14. Second Reading - Ordinance No. 2025-17- Land Development Code (LDC) Amendment/Chapter 16 - Relating to Home-Based Businesses

15. Second Reading - Ordinance No. 2025-18 - Land Development Code (LDC) Amendment/Chapter 20 Relating to Eligibility for Economic Development Incentives

I. COUNCIL COMMITTEE REPORTS

16. City Council Committee Reports

a. Police Pension Board - Councilman Lance Green

J. ADJOURNMENT

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



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



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

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

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

ANY INVOCATION THAT IS OFFERED BEFORE THE OFFICIAL START OF THE CITY COUNCIL MEETING SHALL BE THE VOLUNTARY OFFERING OF A PRIVATE PERSON, TO AND FOR THE BENEFIT OF THE CITY COUNCIL. THE VIEWS OR BELIEFS EXPRESSED BY THE INVOCATION SPEAKER HAVE NOT BEEN PREVIOUSLY REVIEWED OR APPROVED BY THE CITY COUNCIL OR THE CITY STAFF, AND THE CITY IS NOT ALLOWED BY LAW TO ENDORSE THE RELIGIOUS BELIEFS OR VIEWS OF THIS, OR ANY OTHER SPEAKER. PERSONS IN ATTENDANCE AT THE CITY COUNCIL MEETING

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8/5/2025

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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
JULY 15, 2025

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

OPENING

Invocation by Pastor Nathan Buker of Victorious Life Church

Pledge of Allegiance

Roll Call	Present:	Councilman Jonathan Foley Councilman Shawn Goepfert Councilman Lance Green Vice Mayor Tracy Grubbs Mayor Scott Stiltner
	Also Present:	City Manager Wayne Clark City Attorney Matthew Jones Records Coordinator Tracee Cody

4. Public Comments on Consent Agenda Items Only

Mayor Scott Stiltner asked for public comments on consent and there were none.

CONSENT AGENDA

5. Approval of Minutes
 - a. June 17, 2025 - Regular City Council Meeting
6. Bid Awards and Contract Items
 - a. Approval of Task Authorization No. 7 with Hall and Ogle Architects, Inc. for design services for City Center Sports Complex Expansion
 - b. Award of ITB #25-03 for Cypress Head Golf Course Renovation of Bunkers to SSS Down To Earth OPCO, LLC d/b/a Down to Earth
 - c. Approval of Change Order No. 1 to the EJCDC Agreement for ITB #24-13 for Jackson Street and Oak Street Drainage Improvements with GPS Civil Construction, Inc.
 - d. Approval of Task Authorization No. 25 with Kimley-Horn & Associates, Inc. for the Engineering Design and Standard Construction Details update
 - e. Intent to Award ITB #25-14 for Citywide Street Striping Services to Better Barricades, Inc. as the primary contractor
 - f. Intent to Award ITB #25-14 for Citywide Street Striping Services to TRP Construction Group, LLC as the alternate contractor
7. Approval of an Interlocal Agreement with Halifax Health for a training program for Firefighter EMTs

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8. Approval of Task Authorization No. 3 with CPH, Inc. for Gopher Tortoise Recipient Site Management Activities

9. Designation of Voting Delegate for Florida League of Cities Conference being held August 14-16, 2025

10. Resolution No. 25-32 - Approval of Third Quarter Budget Amendments for Fiscal Year 2024-2025

11. Resolution No. 25-35 - Support of the Volusia County Transform386 Hurricane Milton Homeowner Recovery Program

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

RECOGNITION AND PROCLAMATIONS

12. Parks and Recreation Month

Mayor Stiltner read the Proclamation recognizing Parks and Recreation Month and presented it to Parks and Recreation Director Susan Lovallo, along with the department's mascot, Rec Man.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Lori Becker, resident of the Sugar Forest area, spoke on Consent Agenda item #11 in support of the buy-out program and encouraged Council to attain the property on Bears Trail.

John Cameron, resident, addressed Consent Agenda Item #6b concerning the Cypress Head bunker renovations. He suggested exploring the option of completing some of the renovation work in-house through KemperSports and recommended conducting cost comparisons.

COMMENTS AND ADDITIONAL ITEMS

13. Council Members

Mayor Stiltner announced that the City has received \$4.4 million in appropriation funds and expressed his appreciation to State Representatives Chase Tramont, Senators Tom Wright and Tom Leek, as well as the City Manager and City staff for their efforts. He invited City Manager Wayne Clark to provide a brief overview of the design and construction phases of the funded projects. Mr. Clark also explained how additional funding is distributed to municipalities through the Transform 386 program and the Community Development Block Grant (CDBG) program. Mayor Stiltner further announced that "Port Orange Night," in conjunction with neighboring cities, will be hosted by the Daytona Tortugas on Friday, July 25.

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Councilman Shawn Goepfert thanked all the City staff who participated in making the 4th of July event safe and enjoyable. He also proposed exploring the addition of electric vehicle charging stations at City events.

Vice Mayor Tracy Grubbs also commended staff for their work on the Fourth of July event. He spoke about the Willow Run Park Bond project, noting his appreciation for community involvement in selecting design concepts and expressing hope that future park initiatives will follow a similar approach. He also thanked the Engineering Department for their stormwater management presentation provided to Sugar Forest area residents. Vice Mayor Grubbs highlighted Consent Agenda Items #6e and #6f, emphasizing the importance of safety and funding of the street striping project. He also suggested another source of funding could be through Resilient Florida.

Councilman Jonathan Foley extended his thanks to the State Representatives in Tallahassee and commended City crews for their responsiveness during recent rainfall events, especially regarding drainage monitoring. He mentioned there was a concern regarding an Ordinance and what was agreed upon by the Fire Pension Board and recommended that Council members consult individually with the City Attorney ahead of the upcoming Fire Pension Board meeting.

Lastly, Mayor Stiltner asked Mr. Clark about the street striping budget and whether collaborating with other municipalities in future budget cycles might offer cost-saving opportunities.

14. City Attorney

There was nothing further.

15. City Manager

Mr. Clark provided an update on the Causeway Park South boat ramp project and advised that the construction start date will be pushed back rather than starting and stopping the process. After meeting with the design team, the project is now anticipated to start in January 2026 and be completed in July 2026. Mayor Stiltner stressed he would like a temporary solution to at least have one gangway open, and Councilman Green expressed his concerns about safety.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

16. Parks and Recreation Advisory Board Report

Bobby Ball, Chairman of the Parks and Recreation Advisory Board, provided the quarterly meeting report and an update on current and future projects.

PUBLIC HEARING

17. First Reading - Ordinance No. 2025-17- Land Development Code (LDC) Amendment/Chapter 16 - Relating to Home-Based Businesses

ORDINANCE NO. 2025-17

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 16 RELATING TO LOCAL GOVERNMENT REGULATION OF HOME-BASED BUSINESSES TO ENSURE CONSISTENCY AND COMPLIANCE WITH RECENTLY ADOPTED STATE LEGISLATION AMENDING SECTION 559.955, FLORIDA STATUTES LIMITING LOCAL GOVERNMENT REGULATION OF HOME-BASED BUSINESSES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2025-17 was made by Councilman Jonathan Foley and seconded by Vice Mayor Tracy Grubbs.

Tim Burman, Community Development Director, provided details of the Ordinance and answered questions from Council regarding the amendment to the City's Land Development Code.

Motion carried unanimously by roll call vote.

18. First Reading - Ordinance No. 2025-18 - Land Development Code (LDC) Amendment/Chapter 20 Relating to Eligibility for Economic Development Incentives

Attorney Jones read Ordinance No. 2025-18 into the record.

ORDINANCE NO. 2025-18

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 20 RELATING TO ADDITIONAL INCENTIVES RELATED TO PERMIT FEES AND MITIGATION FOR WETLANDS, TREES, AND GOPHER TORTOISES FOR TARGETED BUSINESSES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2025-18 was made by Councilman Jonathan Foley and seconded by Vice Mayor Tracy Grubbs.

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Mr. Burman provided details of the Ordinance and answered questions from Council regarding challenges to development and how incentives can help.

Motion carried unanimously by roll call vote.

REGULAR AGENDA

19. Discussion of FY 2025 - 2026 Operating Fund Budgets, Capital Outlay, and Capital Improvement Programs

Mr. Clark provided a presentation of budget priorities and a brief overview of the proposed budget for FY26 and answered questions from Council.

20. Set Maximum Operating Millage Rate for Fiscal Year 2025-26

Council members discussed where they would like to set the maximum millage rate along with the pros and cons of keeping it at its current rate vs. raising it.

Several residents expressed concerns regarding flooding and voiced support for a potential tax increase to improve infrastructure and preserve the community's quality of life.

Council responded to comments from residents on flooding and explained how the City is working toward improving stormwater infrastructure and further discussed how the millage rate works.

Motion to set the maximum millage rate at 5.0000 was made by Councilman Lance Green and seconded by Councilman Jonathan Foley. Motion carried 3-2 by roll call vote with Councilman Shawn Goepfert and Mayor Scott Stiltner voting no.

ADJOURNMENT – 9:07 p.m.

Mayor Scott Stiltner

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/5/2025

SUBJECT: (B7) Approval of Interlocal Agreement with the County of Volusia for Traffic Signal Maintenance

DEPARTMENT: Public Works

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve the Interlocal Agreement with the County of Volusia for Traffic Signal Maintenance, and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Currently, the City is responsible for the operation and maintenance of twelve traffic signals and the associated control devices within the City boundary, as outlined in the Interlocal Agreement with Volusia County (see list below). All other traffic signals in the city are owned by either FDOT or Volusia County. The current agreement is set to expire on September 30, 2025.

The new Interlocal Agreement with Volusia County is for a term of three years, covering Fiscal Years 2026 through 2028. The terms, conditions, and payment are consistent with the previous agreements.

The scope includes preventive maintenance, flasher inspection and timing, signal rebuilds, emergency repairs, and support services for design modifications and signal timing. The compensation structure continues to be based on time, materials, and equipment.

Public Works utilizes these services on an as-needed basis, funded through the General Fund account for Traffic Signal Maintenance. Staff recommends approval of the new Interlocal Agreement, as it provides a cost-effective approach to maintaining city-owned traffic signals and their control devices through local resources.

Location of traffic control devices in the City:

- Spruce Creek Rd. & Eastport Pkwy.
- Williamson Blvd. & Madeline Ave.
- Williamson Blvd. & Willow Run Blvd.
- Taylor Rd. & Summer Trees Rd.
- S. Williamson Blvd. & Summer Trees Rd./Pavilion
- Spruce Creek Rd. & Central Park Blvd.
- Taylor Rd. & Devon St.

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- S. Williamson Blvd. & Town West Blvd.
 - S. Williamson Blvd. & McGinnis Ave.
 - Taylor Rd. & Boggs Ford Rd.
 - Taylor Rd. & Crane Lakes Blvd.
 - Town West Blvd. Fire Station #75

PRESENTER: Thomas DiEulio

ATTACHMENTS:

1.	Port Orange-COV Interlocal Exp 2028	Port Orange-COV Interlocal Exp 2028.pdf
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Denyce Frey	Created/Initiated - 06/25/2025
Thomas DiEulio	Approved - 07/08/2025
Mark Simpson	Approved - 07/15/2025
Matthew Jones	Approved - 07/22/2025
Wayne Clark	Final Approval - 07/23/2025

**COUNTY OF VOLUSIA INTERLOCAL
AGREEMENT FOR PROVISION OF MUNICIPAL
SERVICES TO THE CITY OF PORT ORANGE, FLORIDA**

THIS AGREEMENT is entered into by and between the County of Volusia, a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720-4613, hereinafter referred to as **COUNTY**, and the City of Port Orange, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as **CITY**.

RECITALS

1. The COUNTY is authorized by Section 125.01(1)(p), Florida Statutes, to enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit on behalf of the other, of any of either agency's authorized functions.
2. Public agencies (including COUNTY and CITY) are authorized by Section 163.01(14), Florida Statutes, to enter into contracts for the performance of service functions of such public agencies, but shall not be deemed to authorize the delegation of the constitutional or statutory duties of county or city officers. The parties expressly deny any intent, expressed or implied, in this Agreement to provide for a delegation by CITY of such constitutional or statutory duties to COUNTY.
3. The foregoing authorization for such agreements is granted to counties and cities for the purpose of permitting local governments to make the *most efficient use* of their powers by enabling them to cooperate with the other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities as set forth in Section 163.01(2), Florida Statutes.
4. Pursuant to Section 768.28, Florida Statutes, neither the COUNTY nor the CITY waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence.
5. The City Council of CITY, after evaluation of options for the provision to its residents of the municipal services enumerated herein, has made a legislative determination that the interests of its residents will be best served by contracting with COUNTY for provision of such services, which services will be performed by COUNTY personnel.

6. COUNTY certifies that it has qualified personnel or subcontractors to perform the services enumerated herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

PART I. GENERAL PROVISIONS

7. The foregoing representations are hereby adopted as a material part of this Agreement.

8. **PURPOSE.** The purpose of this Agreement is for the COUNTY to provide specified *municipal* services and equipment to the CITY (hereinafter, the Contract Services), at an agreed upon level of service (LOS) herein specified, in lieu of the CITY using its own personnel and equipment therefor.

9. **COUNTY DEPARTMENTS.** COUNTY shall manage the delivery of the Contract Services by allocating service task responsibilities along the organization lines of the COUNTY'S DEPARTMENTS (hereinafter, Departments). The Director of the applicable Department (or his or her designee) shall be the COUNTY'S liaison to CITY for purposes of performance, interpretation and implementation of this Agreement.

10. **MUNICIPAL SERVICES.** The Contract Services purchased by CITY herein are *municipal* level of services as described in the attached Addendum. Such Contract Services shall be provided by COUNTY resources distinct from the level of services that are funded by county-wide ad valorem and other county-wide revenues (hereinafter, "County Services"), which services COUNTY would provide irrespective of this Agreement, and which services COUNTY will continue to provide notwithstanding this Agreement. The CITY government shall pay COUNTY for the Contract Services provided for herein.

11. **NO PLEDGE OF AD VALOREM TAXES.** The parties agree that this Agreement does not constitute a general indebtedness of the CITY within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the COUNTY shall not have the right to require or compel the exercise of ad valorem taxing power of CITY, or taxation of any real or personal property therein for payment of any monetary obligations due under the terms of this Agreement. It is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of CITY, any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the CITY and the COUNTY.

12. **DIVISION OF MANAGEMENT RESPONSIBILITIES.** The Contract Services specified in this Agreement reflect the general managerial and policy decisions of the CITY. The CITY may identify specific tasks within the Services described in Article 21 of this Agreement to be performed by COUNTY, and the portion of the relevant budget to be allocated thereto, including, but not limited to the location, and nature of specific projects. Except as set forth below,

the COUNTY shall have the responsibility for the operational management of the provision of the actual service. It is the intent of the CITY that the CITY'S general management decisions referenced above are to be the exercise of a legislative, planning level function of the CITY, and that the CITY shall not undertake to exercise specific operational control over the provision of the Contract Services except as set forth below in this Article 12 or specifically set forth in the Addendum referenced in Article 21. Should the CITY direct or exercise operational control in fact and there be liability to third parties and/or to the COUNTY that flows therefrom, then the CITY shall have responsibility for all liability arising therefrom subject to the provisions in recital number 4 and Article 13 of this Agreement. For all other services provided by the COUNTY where specific professional standards are applicable to the performance of service tasks, the COUNTY'S designated officer in charge (OIC), or his or her designee, shall have the authority for decision making within that realm. The relevant COUNTY Department Director, or the OIC, shall be available on a regular basis to the City Manager to provide consultation and recommendations to the City Manager in his or her general management decisions as contemplated herein. The CITY shall make no claim against the COUNTY predicated upon the theory that the failure to provide services at a given time caused damages to the CITY or a third party complainant.

13. **SOVEREIGN IMMUNITY.** Each party to this Agreement expressly retains all rights, benefits and immunities of sovereign immunity that they presently enjoy under the Constitution and Statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in any article of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted or may be adopted by the Florida Legislature, and any liability of either party for damages shall not exceed the statutory limits of liability for tort, regardless of the number or nature of any claim which may arise, including but not limited to, a claim sounding in tort, equity, or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

14. **PERSONNEL MATTERS.** COUNTY shall allocate manpower and equipment for the performance of the Contract Services on an as needed basis. This Agreement shall not require any particular COUNTY employee to be dedicated full time to the Contract Services. All COUNTY personnel assigned to perform Contract Services shall remain subject to the COUNTY Merit System of Rules and Regulations for all purposes contemplated thereunder, including, but not limited to initial appointment and probation, training and assignment, promotions, merit and cost-of-living raises, annual leave and sick leave, and disciplinary actions. Any claim of a disciplinary nature by CITY regarding a COUNTY employee shall be referred to the Department Director, who shall remain the appointment authority for such employee, for all purposes designated under the COUNTY Merit System of Rules and Regulations. Such COUNTY employees shall have no right to elect or choose any procedures available to CITY employees.

15. **TERM.** This Agreement shall commence on **October 1st, 2025** and shall terminate at midnight on **September 30th, 2028** unless terminated pursuant to the provisions of Article 16.

16. **TERMINATION.** Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the party representative specified in Article 17, given no less than **90** days prior to the requested termination date. Such notice shall be delivered by certified mail, return receipt requested, and the date of the notice shall be the date the receipt therefor is signed by an employee, official, or representative of the other party.

17. **NOTICE.** Notice as required to be given in this Agreement shall be provided to the following persons:

- a. **COUNTY:** County Manager, George Recktenwald, Thomas C. Kelly Administration Center, 123 W. Indiana Avenue, DeLand, Florida 32720.
- b. **CITY:** City Manager, Wayne Clark, 1000 City Center Circle, Port Orange, Florida 32129.

18. **THIRD PARTIES.** In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligations and responsibilities of the parties herein or for any other reason.

19. **DISPUTE RESOLUTION.** Any disputes concerning performance, non-performance, or other aspects of this agreement for which either party initiates litigation to enforce its rights hereunder, shall be subject to the provisions of Chapter 164, Florida Statutes, the “Florida Governmental Conflict Resolution Act.”

20. **SEVERABILITY.** If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

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PART II. SPECIFIC SERVICES

21. **LEVEL OF SERVICE.** COUNTY agrees to provide the personnel and equipment at the level of service specified in the *The Delivery of Municipal Services to the City of Port Orange Fiscal Years 2025-26, 2026-27 and 2027-28* which is hereby attached as the eleven page Addendum to this Agreement and is incorporated in this Agreement by this reference. Should the CITY desire the COUNTY provide services either different in kind, or at a service level different than that contemplated herein, the City Manager shall make written request therefor to the County Manager or his designee and such notice shall be sent in accordance with Article 17. Any mutually agreed-upon modification to the kind of service and/or level of service to be provided by the COUNTY shall be reduced to writing and approved by the appropriate officials of both parties. Any reduction in level of service desired by the CITY shall only be effective at the beginning of a new contract year unless both parties agree otherwise. Upon the written agreement of the COUNTY to provide a change to services which increases the level of service, the new level of service shall commence within sixty days following the date of execution of the written agreement by the COUNTY or the beginning of a new contract year whichever shall first occur. The foregoing shall not be construed as requiring the COUNTY to agree to make a change to the kind of service and/or increase to the level of service to be provided by the COUNTY. Upon a change in kind of service and/or increase in the level of service to be provided by the COUNTY compensation to the COUNTY shall be immediately adjusted to conform to the new service provided.

22. **COMPENSATION.** CITY shall pay the COUNTY in accordance with the compensation set forth in the Addendum. CITY shall pay the sum invoiced within thirty (30) days of receipt of the bill from COUNTY.

23. **ENTIRE AGREEMENT.** This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

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IN WITNESS WHEREOF, the parties to this County of Volusia Interlocal Agreement for Provision of Municipal Services to the City of Port Orange have caused the same to be signed by their duly authorized representatives on the dates indicated below.

ATTEST:

COUNTY OF VOLUSIA

By: _____
Name: George Recktenwald
Title: County Manager
Dated: _____

By: _____
Name: Jeffrey S. Brower
Title: County Chair
Dated: _____

ATTEST:

CITY OF PORT ORANGE

By: _____
Name: Robin Fenwick
Title: City Clerk
Dated: _____

By: _____
Name: Scott Stiltner
Title: Mayor
Dated: _____

By: _____
Name: Wayne Clark
Title: City Manager
Dated: _____

ADDENDUM

COUNTY OF VOLUSIA, FLORIDA

**The Delivery of Municipal Services
to the
City of Port Orange**

Fiscal Years 2025-26, 2026-27 and 2027-28

**DEPARTMENT OF PUBLIC WORKS SERVICES
CITY OF PORT ORANGE
FY 2025-26, 2026-27 AND 2027-28**

<u>Services</u>	<u>Annual Cost</u>
Road and Bridge	As Needed
Traffic Engineering	As Needed

Public Works Services Overview

The City of Port Orange (CITY) contracts with the County of Volusia (COUNTY) to provide services from the Department of Public Works Divisions of Road & Bridge and Traffic Engineering.

Compensation

Compensation will account for actual services provided and will be charged in accordance with the following unless otherwise specified in the below description of services:

- a. **Labor (First 40 hrs of work week)**: Work hours x current hourly wage rate x current overhead rate at the time of service. Labor will be charged to the nearest one-quarter hour.

- b. **Overtime Labor (Hours over 40 for work week)**: Work hours x current hourly wage rate at time of service x 1.5 x current overtime overhead rate at the time of service. Overtime labor will be charged to the nearest one-quarter hour.

- c. **Parts, Materials and Chemicals**: All parts, materials and chemicals that are used will be billed at actual cost.

- d. **Equipment**: All equipment will be billed at the Public Works equipment rate at the time of service.

After hours work shall be work that was performed during those hours other than regular time and shall include holidays. Holidays are defined as those days officially designated as holidays by the Volusia County Council. After hours work shall be compensated based on both work time and travel time. There is a minimum two (2) hour after-hours call-out charge.

Billing

The COUNTY shall send the CITY a monthly invoice with documentation. The CITY shall pay all charges made in accordance with this Agreement within 30 days of receipt of the invoice, regardless of whether one or multiple CITY departments/divisions received services under this agreement.

Road and Bridge Division

The COUNTY may perform general maintenance and repair work on an “as available” basis for CITY maintained roadway and drainage infrastructure. For all requested work, the COUNTY will provide the CITY with a written cost estimate. The CITY manager or designee must then provide the COUNTY written authorization prior to commencement of the work, with the COUNTY’s cost estimate as an attachment referenced in the authorization.

All Road and Bridge services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY.

Traffic Engineering Division

A. Maintenance and Operation of Traffic Control Devices

The CITY is responsible for the maintenance and operation of the Traffic Control Devices identified in Exhibit “A”. The COUNTY, at the request of the CITY, shall maintain and operate these traffic control devices to ensure uniform traffic control of the road network. The coordination of the CITY’S traffic control devices with the COUNTY will promote an integrated and balanced traffic network in Volusia County to the benefit of all residents.

The COUNTY shall also maintain and operate auxiliary equipment such as overhead internally illuminated street name signs, fire preemption devices, transit priority devices, audible pedestrian signals, high intensity LED signs, and other devices associated with those identified in Exhibit “A” as requested by the CITY. The CITY will reimburse the COUNTY for all operational work performed on auxiliary equipment at the CITY’s request regardless of whether the signal is a City, County or State signal.

The CITY and COUNTY may modify Exhibit “A” throughout the life of this Agreement to account for new or removed Traffic Control Devices by written notification between the CITY’S Public Works Director and the Volusia County Traffic Engineering Director.

Service requests for the maintenance and operation of traffic control devices covered by this agreement shall be satisfied by the COUNTY when personnel and equipment are available.

1. Preventative (Routine) Maintenance

Preventive (routine) maintenance is a program to inspect and perform a set of standard actions to reduce the chance of a traffic control device failure. This maintenance also includes the repair and/or replacement of components as necessary to ensure continued proper operation of the devices.

a. Traffic Signal Preventive Maintenance

The COUNTY shall perform a minimum of two (2) preventive maintenances per year on each Traffic Signal, Traffic Signal with Pedestrian Features, and Emergency Traffic Signal as identified in Exhibit "A". The preventive maintenance will be done to current COUNTY standards, which are consistent with Florida DOT standards. The COUNTY's current standard for mast arms is galvanized steel. If the CITY requests painted mast arms, the CITY shall be responsible for maintaining the paint and will notify the COUNTY at least one week prior to performing preventative painting maintenance.

b. Traffic Signal Rebuild

Traffic Signal overheads should be rebuilt every 5 – 10 years due to the impact of the environment on the electronic components. The COUNTY will recommend a traffic signal rebuild when multiple failures requiring immediate repair occur in the same year. The COUNTY will submit a recommendation and a cost estimate to the CITY for the rebuild and the work will not be completed without the written approval of the CITY.

c. Flasher Inspection and Timing (School Flashers, RRFBs, Warning Flashers, etc.)

- i. The COUNTY shall perform a minimum of one (1) flasher inspection per year, including the verification or new programming of each school flasher timing.
- ii. The COUNTY shall perform an initial (one-time) assessment and inventory of all school flashers, if none is available. This is a separate task from the annual inspection.

d. Painted Mast Arm Structures

Maintenance of the paint finish for mast arm structures that were painted at the direction of the CITY is not included as part of this agreement. Paint maintenance shall be the responsibility of the CITY and shall be performed in accordance with FDOT specifications. Any mast arm paint finish agreements executed between the CITY and FDOT will continue to govern painted mast arm structures in the event that Exhibit "A" is modified.

2. Response (Emergency) Maintenance

Response (emergency) maintenance is the immediate repair of a failed traffic control device to restore the device to normal operation. Response maintenance repairs can be either a Final Repair or a Temporary Repair as defined below:

Final Repair – The traffic control device is returned to normal operation.

Temporary Repair – The traffic control device is set into a mode of safe operation (such as on flash) until a final repair can be made. If the device is not able to be placed into a mode of safe operation, alternative traffic control methods (i.e. stop signs) will be implemented by the City.

During business hours (7:00AM - 3:30 PM, Monday through Friday), the CITY shall contact Volusia County Traffic Engineering (386-736-5968) to request response maintenance repairs. At all other times, the CITY shall contact the County Central Dispatch Center (Sheriff Operations Center) (386-736-5999).

The CITY shall identify three (3) City employees and provide contact information for each to the COUNTY for the purpose of providing emergency follow up information. Any call for response maintenance repairs from either the CITY or from the County Central Dispatch Center (Sheriff's Office Dispatch) will be responded to by the COUNTY and the services performed will be paid for by the CITY.

The COUNTY shall establish the priority of each response maintenance call based on the number of calls, the resources available and the nature of each call.

If response maintenance repairs are significant in nature (signal pole knock-down, traffic control device rebuild) the COUNTY will begin work on a Temporary Repair while contacting the CITY for authorization to complete the Final Repair. The Temporary Repair will be kept in place and maintained by the CITY until the COUNTY receives written authorization from the CITY for the Final Repair. Upon request, the COUNTY will provide the CITY with a cost estimate for the Final Repair. It is the CITY'S responsibility to collect insurance or other compensation from the parties that damaged the city equipment.

If COUNTY personnel cannot complete a response maintenance repair, COUNTY personnel will complete a Temporary Repair. The COUNTY will contact the CITY for written authorization to issue a Notice to Proceed to one of the COUNTY'S contractors to complete the repair. Upon request, the COUNTY will provide the CITY a cost estimate from the Contractor.

3. Operational Maintenance – Traffic Signal Timing

Traffic signal retiming may be required every few years due to changes in traffic flow. Controllers will be inventoried and brought up to COUNTY standards.

Requests received by the COUNTY from the Public or the CITY regarding traffic signal malfunctioning, signals not operating correctly or signals needing retiming shall be handled as Response Maintenance to ensure all equipment and controller timings are functioning correctly.

The CITY can request that the COUNTY complete a study to retime an intersection. Upon request, the COUNTY will provide the CITY with a cost estimate. If CITY approves the retiming effort, then the COUNTY will conduct the study and implement any necessary retiming.

4. Design Modifications

Design modifications are changes to the approved design and operation of an existing traffic control device/signal. Design modifications can include changes in signal locations, configuration or displays among other design aspects.

The COUNTY will not begin work on any design modifications without an engineering study signed and sealed by a Professional Engineer licensed in the State of Florida. The COUNTY can provide the CITY with a cost estimate to complete the modification upon request.

The COUNTY can provide the CITY left-turn warrants and left-turn display (protected versus protected-permitted or Flashing Yellow Arrow conversion) studies upon request. If the study recommends a change, which is approved by the CITY, the COUNTY can then implement the modification. Cost estimates for the COUNTY to complete the above work can be provided to the CITY as requested.

5. Maintenance of Traffic

During preventive maintenance, the COUNTY or its contractor shall be responsible for maintaining safe traffic flow. During response (emergency) maintenance when law enforcement personnel are necessary to maintain safe traffic flow or worker safety, the COUNTY or its contractor shall notify local police to arrange for law enforcement.

In case of an Act of God emergency situation (e.g., hurricane, summer thunder or winter storm, tornado) that causes the loss of power to multiple traffic signals or major damage to traffic signals, the CITY shall arrange for any necessary law enforcement or placement of temporary traffic control devices (e.g., stop signs) at all appropriate traffic signal locations. Where the CITY has made previous modifications for emergency service generator hook-ups, the COUNTY will coordinate with the CITY on the need to place said generators. It will be the CITY'S responsibility to ensure the emergency service generator(s) are fueled and operational.

6. Equipment and Stock

The COUNTY will provide all equipment, parts and materials for work done for the CITY. The COUNTY shall maintain standard signal equipment in stock. The COUNTY may not stock auxiliary items such as emergency preemption devices, audible pedestrian signals and transit priority devices, but will order on an as-needed basis.

7. Electrical and Communication Costs

The CITY shall retain the responsibility to pay all related traffic control device power and communication costs. The CITY shall be responsible for the installation of any necessary communication devices in any master cabinet and shall pay the monthly charges for such communications.

8. Red Light Running Cameras and License Tag Readers

Red Light Running Cameras and License Tag Readers are typically maintained and operated through a separate agreement between the CITY and a Vendor. The COUNTY will not provide any services related to Red Light Running Cameras or License Tag Readers. If the CITY desires to install Red Light Running Cameras or License Tag Readers on Traffic Control Devices maintained by the COUNTY along state or county roads, the CITY agrees to (1) install and pay for any separate power service hook-ups, (2) reimburse the COUNTY for any power or lightning damage repairs if any device is installed within the controller cabinet to monitor the red indication output, and (3) the CITY will hold harmless the COUNTY for any power or lightning damage emanating from the COUNTY Traffic Control Device infrastructure and power service.

9. Emergency Vehicle Preemption

Emergency vehicle preemption devices on CITY (or COUNTY) emergency vehicles improve the safety of first responders and motorists on Volusia County's roadways while also reducing response times to life-threatening emergencies. The following Standard Operating Procedure shall be implemented on all CITY emergency vehicles to ensure that this technology is used effectively and efficiently:

a. Use of only Opticom GPS vehicle kits

Commitment to Opticom GPS ensures that an emergency vehicle that comes to a stop on approach to an intersection will not lock up the intersection in an extended preemption. The CITY will upgrade any Opticom Infrared vehicle kits within 12 months. If the CITY requires more than 12 months to complete the upgrades, the CITY will notify the COUNTY and provided an estimated completion date.

b. Use of Opticom GPS only when traveling in the emergency mode

The CITY shall establish a directive that allows for the use of Opticom emergency vehicle preemption equipment only when responding or transporting in the emergency mode. The CITY shall ensure Opticom GPS units will not be used when the vehicle's emergency lighting is not activated.

c. Passive installation design

Opticom GPS vehicle kits will be wired to only activate when the vehicle's primary emergency lighting is activated. This design will prevent the potential for inappropriate use of the emergency vehicle preemption system.

d. Information sharing with employees

The CITY shall disseminate a directive to its employees explaining the functions and limitations of emergency vehicle preemption. This document will specifically instruct employees not to presume that a green light will be guaranteed and clearly asserts that Opticom preemption devices will only be used in the emergency mode.

e. Potential for Future Requirements from the Florida Department of Transportation

The Florida Department of Transportation (DOT) required each local jurisdiction in Seminole, Orange and Osceola counties to activate the license key and enter into an annual maintenance agreement with Opticom, to assign a unique identity number for each vehicle, and to monitor the usage of emergency vehicles to minimize any potential misuse of Opticom. If the Florida DOT requires this in Volusia County, the local jurisdictions will need to budget for the additional expense. The license key is approximately \$750 per intersection and there will be an ongoing annual maintenance agreement fee with Opticom.

B. Other Services

Other traffic engineering services not identified in this agreement can be requested by the CITY in writing. The services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. These services include:

1. Administrative Services

Administrative Services involving new or replacement signal design or COUNTY staff appearance or attendance before CITY meetings per CITY Staff request.

2. Traffic Counts and Studies

Traffic Counts and Studies involving annual daily traffic counts on city roads and unique traffic studies responding to and resolving traffic related complaints from the public or elected officials. Such studies could include, but not limited to: Spot Speed, Multi-Way Stop, Signal Warrant, Vehicle Classification and Turning Movement Count.

3. Other Services

Other services include, but are not limited to, additional on-call personnel, traffic control for special events (parades, festivals), house moving, etc.

Natural and Manmade Disaster Emergency Response Services Department of Public Works

The COUNTY can provide Emergency Response Services for state and federally declared disasters as requested by the CITY for the above listed services. The emergency response services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. Emergency services provided by the COUNTY will be billed to the CITY in accordance with this Agreement.

EXHIBIT A
CITY OF PORT ORANGE - TRAFFIC CONTROL DEVICES
As of 4/15/2025

WITHIN COASTAL ZONE

YES NO

Asset #	Location	TS	IMTS	ICB	PFB	FDS	SAWD BOS	TWB	UPS	OPT	Mast Arm	Painted	Ownership
374	SPRUCE CREEK RD @ EASTPORT PKWY	✓								F	✓	✓	CITY
399	CR 4009/WILLIAMSON BL @ MADELINE AV	✓								F	✓	✓	CITY
403	CR 4009/WILLIAMSON BL @ WILLOW RUN BL	✓								F	✓	✓	CITY
409	CR 421/TAYLOR RD @ SUMMER TREES RD		✓							F	✓	✓	CITY
428	CR 4009/S WILLIAMSON BLVD @ SUMMER TREES RD/PAVILLION		✓							F	✓	✓	CITY
429	FIRE STATION TOWN WEST BL OFF WILLIAMSON BL					✓				F			CITY
430	SPRUCE CREEK RD @ CENTRAL PARK BL					✓				F			CITY
431	TAYLOR RD @ DEVON ST	✓								F	✓	✓	CITY
432	CR 4009/S WILLIAMSON BLVD @ TOWN WEST BLVD		✓							F	✓	✓	CITY
435	CR 4009/S WILLIAMSON BLVD @ MCGINNIS AV		✓							F	✓	✓	CITY
436	TAYLOR RD @ BOGGS FORD RD	✓								F			CITY
449	TAYLOR RD @ CRANE LAKES BLVD		✓							F			CITY

TS – Traffic Signal

IMTS – Traffic Signal Interconnected & Monitored

ICB – Intersection Control Beacon

FDS – Emergency Fire Dept Signal

PFB – Pedestrian Flashing Beacon (SZ) – School Zones & (RRFB) – Rectangular Rapid Flashing Beacon

SAWD/BOS – Speed Activated Warning Display or Blank Out Sign

TWB – Traffic Warning Beacon (LE LED) – Leading Edge LED

UPS – Uninterruptible Power Supply/Battery Backup

OPT – Opticom (F) – Fire (B) – Bus Priority



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/5/2025

SUBJECT: (B8) Resolution No. 25-36 - Approval of HUD CDBG Plan Year 2025 Annual Action Plan

DEPARTMENT: Finance

GOAL: 3 - Quality of Life
5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 25-36.

SUMMARY:

As a recipient of the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG), the City of Port Orange is eligible for annual allocations in support of an approved 5-Year Consolidated Plan. The Annual Action Plan serves as the City's application for the eligible annual funding, and describes needs, goals, and objectives in support of the 5-Year Consolidated Plan.

The City of Port Orange was notified of the anticipated PY2025 (October 1, 2025 – September 30, 2026) CDBG allocation of \$354,806. To receive these funds, the City must submit an application in the form of an Annual Action Plan that is consistent with the City's Five (5) Year CDBG Consolidated Plan, as approved by HUD.

The staff is proposing that the City's PY2025 CDBG allocation of \$354,806 be expended on the Memorial Park Multi-Use Trail Project.

The proposed PY2025 Annual Action Plan has been made available for review through the City's CDBG web page. In addition, the opportunity for public comment was advertised in the Hometown News on July 4, 2025, in compliance with the City's Citizen Participation Plan. The required citizen comment period, including a public hearing that was held on July 8, 2025, ends on August 8, 2025. Upon approval by the City Council, this plan will be submitted to HUD for review and approval.

PRESENTER: Linda Truitt

ATTACHMENTS:

1.	Resolution No. 25-36	Resolution No. 25-36 .pdf
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2.	PY25 Annual Action Plan FINAL	PY25 Annual Action Plan FINAL.pdf
3.	SF424 2025 FINAL	SF424 2025 FINAL.pdf
4.	Non-State-CDBG Certifications FINAL	Non-State-CDBG Certifications FINAL .pdf

Mark Simpson Created/Initiated - 07/17/2025
Mark Simpson Approved - 07/18/2025
Matthew Jones Approved - 07/22/2025
Wayne Clark Final Approval - 07/23/2025

RESOLUTION NO. 25-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; FOR ACCEPTANCE OF \$354,806.00 IN GRANT FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG"); APPROVING THE CDBG PY2025 ANNUAL ACTION PLAN; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE GRANT AWARD; AUTHORIZING STAFF TO SUBMIT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT; PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, the City has been approved to receive a \$354,806.00 grant from the U.S. Department of Housing and Urban Development for the Memorial Park Multi-Use Trail Project; and

WHEREAS, the City Council of the City of Port Orange desires to accept the grant funding from the U.S. Department of Housing and Urban Development.

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

Section 1. The City Council of the City of Port Orange hereby accepts the Y2025 grant funding in the amount of \$354,806.00.

Section 2. The City Council of the City of Port Orange hereby authorizes staff to submit the PY2025 Annual Action Plan to the U.S. Department of Housing and Urban Development.

Section 3. The Mayor and City Clerk are hereby authorized to execute any and all documents, agreements, or certifications necessary to implement this Resolution.

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 _____, 2025

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

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

As a recipient of federal grant funds, the U.S. Department of Housing and Urban Development (HUD) required the City of Port Orange to prepare and adopt a Five-Year Consolidated Plan for PY2021 to PY2025. This PY2025 Annual Action Plan is the fifth year of implementation of the Consolidated Plan.

The Action Plan serves as the City's application for Community Development Block Grant (CDBG) funding, and describes needs, goals, and objectives. This plan covers a period beginning October 1, 2025, and ending on September 30, 2026. This plan was developed pursuant to Federal guidelines found at 24 CFR 91.

The City of Port Orange is located within Volusia County Florida. As of 2024, the population estimate is 65,966 people. As of 2024, there are three Census Tracts (0824.14, 0825.03, 0825.11) within the City that have a population whose income is at or below 47.62% of the area median income. The City has not defined specific target areas within the City.

Port Orange has been advised that it will receive a CDBG entitlement allocation of \$354,806 in PY2025. The proposed use of this funding is, primarily, continuation of major infrastructure projects. An estimated 100% of the PY2025 CDBG allocation will be focused on the continuation of major infrastructure projects in this area.

Aligned with the adopted five (5) Year CDBG Consolidated Plan previously approved by HUD, staff are proposing to utilize the city's PY2025 CDBG allocation on the Memorial Park Multi-Use Trail Project (\$354,806)

The 2021-2025 Five-year Consolidated Plan addresses improvement projects by the City to improve infrastructure.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items, or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis, or the strategic plan.

The City of Port Orange developed its 2021-2025 Five-Year Consolidated Plan and Annual Action Plans based on an analysis of the data presented along with community participation and stakeholder consultation process-

Through these efforts established during the development of the Consolidated Plan the city identified two high priority needs in which to invest CDBG funding throughout the five-year period. The priority needs included: 1) Public Improvements and Infrastructure, and 2) Public Facilities-

To provide for the top priority needs, the goals for the period continue to be as follows:

1. Improve public infrastructure – Including improvements to streets, sidewalks, stormwater drainage, sewer, and other public infrastructure in low/moderate income areas. Residents have also expressed a desire for improving roads and striping on streets, fixing drainage, and stormwater runoff improvement.
2. For PY2025, the City will continue drainage improvements in Census tract 825.03/ block group 2. This activity will benefit all the residents in this low moderate-income area.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Port Orange became eligible to receive HUD CPD funds in 2006. Since that time, the City has received \$5,561,001 in CDBG funds. The Consolidated Plan for the prior Five-Year period of 2016-2020 provided oversight and guidance to accomplish established goals through annual action plans directed toward the identified priority of public infrastructure improvement. Two multi-year priority projects for the City, the Virginia Avenue and Monroe Street Drainage Improvement Project and the Howe Street Drainage Improvement Project, receive multiple annual allocations of CDBG funding. These projects have provided a direct positive impact to more than 10,000 residents of the City of Port Orange, exceeding the project outcomes and alleviating flooding in an LMI neighborhood. Roadway and Resurfacing Improvements provided a direct positive impact in four LMI census groups, also exceeding the projected outcomes of assistance to 3000 residents by more than double. During the first year of the 2021-2025 Five-Year Consolidated Plan the Causeway Park - Parking and Seawall Improvement project started its environmental review process. In the third year of the plan CDBG funds were being used on the Jackson Street and Oak Street Drainage Improvements and City Center Sidewalks Improvements. The fourth year of the plan CDBG funds were used on the continuing work on South Causeway. In conclusion, this is the fifth year of the plan and the CDBG funds will be used for the Memorial Park Multi-Use Trail.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

During the preparation of the 2021-2025 Five-Year Consolidated Plan the City of Port Orange consulted with community service providers, other jurisdictions, and other entities, public and private, with a potential interest in or knowledge of that jurisdiction's housing and non-housing community development issues.

The City solicited public feedback through newspapers, local media outlets and public hearings. During the preparation of the PY2025 Annual Action Plan a Notice of Public Hearing appeared in the local newspaper, the Hometown News, on Friday, July 4, 2025, to invite the community to participate in a Public Hearing on Tuesday July 8, 2025, regarding the Proposed PY2025 Annual Action Plan. The newspaper advertisement encouraged the public to submit written comments on the PY2025 Action Plan during the 30-day public comment period from Friday, July 4, 2025, to Friday, August 8, 2025. The plan was posted on the City's website, and hard copies were also available for review at City Hall and by request. The plan was submitted for final approval to the City Council on August 5, 2025.

5. Summary of public comments

The comments received at the Public Hearing or during the 30-day comment period were all general inquiries regarding the process utilized to select projects for funding.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted.

7. Summary

The City intends to leverage other funding sources whenever possible to address the other priority needs of housing, public services, and economic development.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	PORT ORANGE	Finance Department

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

Theresa E. Brooks
Grants Manager
(386) 717-9050
tbrooks@port-orange.org

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

HUD Consolidated Plan regulations mandate that the City consult with other public and private agencies, State or local health and child welfare agencies, adjacent governments, the local Continuum of Care (CoC), and Public Housing Authorities during the preparation of the Consolidated Plan. In its administration of the CDBG program, the City works with local, regional, and statewide agencies and organizations to ensure that services are provided or available to its residents. During the preparation of the 2021-2025 Five-Year Consolidated Plan a consultation process was conducted with stakeholders in the housing and community development industry. The City engaged with stakeholders by reaching out through its website, conducting online surveys, placing notices in City Hall and the Port Orange Regional Library, conducting stakeholder interviews (phone calls and emails), and placing newspaper advertisements in the Hometown News. This original consultation process is still informing the project decision making for each annual plan.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City of Port Orange works very closely with the Volusia County Community Assistance Division. The County receives State Housing Initiatives Program (SHIP) funding from the Florida Housing Finance Corporation to provide affordable housing for very low, low, and moderate-income households. The SHIP program encourages the development of local housing partnerships between municipalities in the County, lenders, real estate professionals, and advocates.

The City does not have a public housing authority, but the Volusia County Community Assistance Division manages the Section 8 Housing Choice Voucher Program. The County PHA provides portable housing choice vouchers that may be used in the City of Port Orange.

The City also works with local and regional non-profit housing providers and social service agencies to coordinate homelessness efforts.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Volusia/Flagler County Coalition for the Homeless (VFCCH) is the lead agency for the Continuum of Care (CoC) which serves Volusia County. The CoC is responsible for conducting the annual count of people experiencing homelessness, identifying the gaps in available housing and services to homeless subpopulations, and strategically planning and organizing the expansion of housing and supportive

services to meet the needs. These “gaps” are missing services that are needed to ensure that clients can successfully exit homelessness. The Continuum's priorities are in accordance with the Federal Strategy to Prevent and End Homelessness, the Volusia-Flagler County Ten Year Plan to End Homelessness as revised in the VFCoC Strategic Plan, and as set forth in HUD's National Performance Objectives for Continuums of Care, as follows:

- The highest priority is permanent housing for chronically homeless persons, with a special emphasis on chronically homeless veterans. Since Volusia County has achieved functional zero for veterans as vetted by USICH and HUD, Prevention has taken on a new role with maintaining veterans in their housing.
- The second highest priority is placed on the Homeless Management Information System (HMIS) for the CoC to measure system performance and meet HUD's reporting requirements under the HEARTH Act.
- The third priority is to develop a coordinated entry process which is a key step in assessing the needs of homeless/at risk of homeless individuals and families and prioritizing them for assistance.
- The fourth priority is to prevent and end homelessness for families and unaccompanied youth.
- The fifth priority is domestic violence victims.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS.

The City of Port Orange does not receive ESG funds and does not participate extensively in CoC deliberations.

As required by HUD, there is at least one homeless individual and several formerly homeless individuals who participate on committees for the Commission on Homelessness for Volusia Flagler Board of Directors for the FL 504 CoC. All meetings are open to the public and homeless individuals and homeless advocates are encouraged to attend. The public was an active part in the identification of goals and objectives and the formulation of the most recently updated Volusia Flagler CoC Strategic Plan. The whole CoC membership was invited to participate in a Continuum-wide poll to prioritize and rank the identified gaps in order of priority. In addition, the development of action steps within the objectives was voted on in planning meetings and brought to the Board meetings for discussion and final approval. Currently the Commission on Homelessness for the Volusia-Flagler CoC is developing a Five-Year Action Plan to coincide with Opening Doors, the Federal Strategic Plan to End Homelessness. The public, including homeless individuals and families, are encouraged to attend the Strategic Planning Meetings and make public comments.

Within the planning process for the FL-504 CoC, the development of shelter housing for the area has been a long-standing issue. Several workgroups including homeless representatives have been convened to assist with surveying the homeless population in order to get views on housing options, services, and service delivery. The surveys request input on their preferences regarding shelters, shelter location(s), Housing First options, Rapid Re-Housing (RRH), outreach and other wrap-around services such as mental health, substance abuse and SSI/SSDI Outreach, Access, and Recovery (SOAR) services. These surveys will assist in identifying where and how the CoC will proceed in addressing the need, size, and location for additional shelter beds (if determined necessary) as well as steering dollars to RRH and PSH beds and units.

The County of Volusia, which is an entitlement district for ESG, consults with the CoC in formulating its agenda for ESG funding. The County holds community development meetings which are open to the public and requests stakeholders to attend in order to provide the needed input necessary to determine the means by which the funding will be used. The County of Volusia has previously used ESG funding for prevention but is shifting its focus to Rapid Rehousing in the coming year in alignment with HUD's goal of ending family homelessness.

The State of Florida released local solicitations for funding to non-entitlement areas (Flagler County, Daytona Beach, Port Orange, and Deltona) for ESG through CoC Lead Agencies. The local funding supports Emergency Shelter, Rapid Rehousing, Prevention and Street Outreach for these non-entitlement areas. The sub-recipients awarded local funding include Halifax Urban Ministries, Salvation Army, New Hope Ministries and Family Life Center of Flagler County.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	PORT ORANGE
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Grantee Community Development Department.
2	Agency/Group/Organization	VOLUSIA COUNTY
	Agency/Group/Organization Type	Services - Housing Other government - County
	What section of the Plan was addressed by Consultation?	Public Housing Needs Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Volusia County works closely with Port Orange for its public housing needs and other planning needs in the region. Input was gathered through document review. Need for more coordination to address the housing needs of low-and moderate-income persons through owner-occupied rehabilitation and down payment assistance programs.

3	Agency/Group/Organization	Volusia County Community Assistance Division
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Volusia County Community Assistance Division is the local PHA serving Port Orange and administers Housing Choice Vouchers (Section 8). Input was gathered through document review. Need for more coordination to meet the needs of Section 8 voucher recipients.
4	Agency/Group/Organization	VOLUSIA/FLAGLER COALITION FOR THE HOMELESS SUB-RECIPIENT
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Volusia/Flagler County Coalition for the Homeless CoHH is a 501(c)3 nonprofit designed to lead a collaboration of agencies that provide emergency, transitional, and permanent housing opportunities and supportive services needed by people experiencing homelessness.
5	Agency/Group/Organization	East Central Florida Regional Planning Council
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Economic Development

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	East Central Florida Regional Planning makes available to the City, the Economic Development CEDS report. The most recent updated report is 2017-2022.
6	Agency/Group/Organization	Florida Department of Health - Volusia County
	Agency/Group/Organization Type	Health Agency
	What section of the Plan was addressed by Consultation?	Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Florida Department of Health, Volusia County Environmental Health, operates the Lead Paint Poisoning Prevention Program for Volusia County. The agency was consulted through phone calls and by e-mail to obtain information on lead poisoning trends in Port Orange/Volusia County.
7	Agency/Group/Organization	MID-FLORIDA HOUSING PARTNERSHIP
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Mid-Florida Housing Partnership operates Palmetto House, a transitional housing facility. Input was gathered through a key person interview. Identification of homeless needs.
8	Agency/Group/Organization	CareerSource
	Agency/Group/Organization Type	Services-Employment
	What section of the Plan was addressed by Consultation?	Economic Development Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Input collected through stakeholder interview. CareerSource provides workforce development services to a wide range of individuals, including those transitioning out of homelessness and seeking stable employment. CareerSource provided insight into the needs of its client base, including a need for stronger public transportation options between residential areas and employment centers.
9	Agency/Group/Organization	Pregnancy Crisis Center
	Agency/Group/Organization Type	Services-Health
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Input collected through a stakeholder interview with Pregnancy Crisis Center. The Center provides free pregnancy tests and other referrals and resources to women in need. The Center emphasized the importance of access to affordable housing in the area, particularly for single mothers expecting a child.
10	Agency/Group/Organization	Beach House Youth Prevention Center
	Agency/Group/Organization Type	Services-Children Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Input collected through a stakeholder interview with Beach House Youth Prevention Center. BHYPCC works with children at risk for delinquency and children with serious emotional disturbances. BHYPCC said that safe, affordable housing for families in unstable situations would be ideal since many of their clients are from unstable home situations.

11	Agency/Group/Organization	Council on Aging of Volusia County
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Solicited input through a stakeholder interview. The Council on Aging of Volusia County provides assistance for the elderly, including Meals on Wheels and other services, with an overall mission of keeping elderly residents in their home of choice. The Council indicated that many of their clients would benefit from rehabilitation funding because their homes are in poor condition, and they have limited income to renovate or replace appliances.

Identify any Agency Types not consulted and provide rationale for not consulting

There was no agency types not consulted during this process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Volusia/Flagler County Coalition for the Homeless	The goal to provide shelter and other housing facilities along with supportive services for the homeless population aligned with the CoC Homeless Plan
2021 City of Port Orange Citizen Survey Report	City of Port Orange	The report helped to determine priority needs based on residents' responses to survey questions and comments.
FY 2020-2025 Capital Improvement Plan	City of Port Orange	The goals of the Strategic Plan were supported by the capital needs identified in the CIP.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Volusia County Consolidated Plan	Volusia County Community Assistance Division	The County's affordable housing goals and Housing Choice Voucher program overlap with the City's housing goals to expand the supply of affordable housing and preserve the existing affordable housing stock.
Local Housing Assistance Plan	Florida Housing Finance Corporation	The Strategic Plan is consistent with the Local Housing Assistance Plan which is based on the criteria established by FHFC to serve low- and moderate-income households by providing housing assistance and homeownership opportunities.
Analysis of Impediments to Fair Housing Choice	City of Port Orange	This plan was used to address sections of the Consolidated Plan related to barriers to affordable housing with the City of Port Orange.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

CDBG regulations require that the City of Port Orange provide ample opportunity for residents to participate in the development of the Annual Action Plan. The City's Citizen Participation Plan adheres to the HUD requirements at 24 CFR Part 91. The plan includes soliciting participation from all City residents including low-and moderate-income persons, minorities, persons with disabilities, non-English speaking persons, and residents of slum and blighted areas. During the preparation of the PY2025 Annual Action Plan a Notice of Public Hearing appeared in the local newspaper, the Hometown News, on Friday, July 4, 2025, to invite the community to participate in a Public Hearing on Tuesday, July 8, 2025, regarding the Proposed PY2025 Annual Action Plan. The newspaper advertisement encouraged the public to submit written comments on the PY2025 Action Plan during the 30-day public comment period from Friday, July 4, 2025, to Friday, August 8, 2025. The plan was posted on the City's website, and hard copies were also available for review at City Hall and by request. The plan was submitted for final approval to the City Council on August 5, 2025.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Hearing	Non-targeted/broad community	There were 5 attendees at the Public Hearing.	There were general inquiries regarding how projects are selected for funding during the Public Hearing.	There were no unaccepted comments during the Public Hearing.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
2	Newspaper Ad	Non-targeted/broad community	There were no comments during the 30-day comment period.	There were no comments during the 30-day comment period.	There were no comments during the 30-day comment period.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Port Orange is receiving \$354,806 in CDBG funds from HUD for PY2025, the fifth year of the Five-Year Consolidated Plan. The City does not expect to receive any program income and prior year funds will not be reallocated at this time.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	354,806	0	0	354,806	0	Resources based on the PY2025 allocation.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG program does not require a match from non-federal sources. However, CDBG funds will leverage additional sources of funding including general and local funds and possible State funding.

As evidenced by the historical allocations, the needs of the City far outweigh the CDBG allocation and projects where CDBG funding is invested will often be partially funded by other sources in order to make the project feasible. Traditionally, the source of these additional funds depends on both the nature of the activity and the location.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Not currently applicable.

Discussion

While the City has not committed any local land or property resources to address the priority needs as of the writing of the Plan, as projects are identified during the planning period, if there are funding deficits, the City may utilize available local funding and State funding to fill the gap, as needed.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve Public Infrastructure and Facilities	2021	2025	Non-Housing Community Development	LMI Area	Public Improvements and Infrastructure	CDBG: \$354,806	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1,245 Persons Assisted
2	Planning and Administration	2021	2025	Administration	Citywide	Affordable Housing Economic Development Homelessness Public Facilities Public Improvements and Infrastructure Public Services, General	CDBG: \$0	Other: 0 Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Improve Public Infrastructure and Facilities
	Goal Description	Infrastructure improvements including flood and drainage, road improvements, sidewalk improvements, ADA improvements, and sewer connections.

Projects

AP-35 Projects – 91.220(d)

Introduction

The following table contains the projects that the City will fund in PY2025 using CDBG funds. All of the CDBG allocation will be expended on the Memorial Park Multi-Use Trail Project.

Projects

#	Project Name
1	Memorial Park Multi-Use Trail Project

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Priorities were determined based on stakeholders and community input, the needs assessment and market analysis, as well as other reports and studies conducted by the City including the Capital Improvement Plan.

The primary obstacle to meeting the underserved needs in Port Orange is the limited financial resources. The activities that are proposed for funding in PY2025 will have a significant impact on low- and moderate-income persons in the City.

AP-38 Project Summary
Project Summary Information

1	Project Name	Memorial Park Multi-Use Trail Project
	Target Area	LMI Area
	Goals Supported	Improve Public Infrastructure and Facilities
	Needs Addressed	Public Improvements and Infrastructure
	Funding	CDBG: \$354,806
	Description	The City of Port Orange plans to use CDBG fund allocation of \$354,806 for construction of approximately 3,400 LF, 6' to 8' wide multi-use trail.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that all 1,245 residents in LMI Census Tract 825.03 Block group 2 will benefit from this multi-use trail improvement project.
	Location Description	The location will be Memorial Park, 3801 Jackson Street, Port Orange, Florida
	Planned Activities	Construction improvements to the existing multi-use trail.
2	Project Name	PY2025 Planning & Administration
	Target Area	LMI Area
	Goals Supported	Planning and Administration
	Needs Addressed	Public Improvements and Infrastructure
	Funding	\$0
	Description	
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
	Planned Activities	Administration of PY2025 CDBG program and oversight of grant activities.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Geographic Distribution

Target Area	Percentage of Funds
Citywide	
LMI Area	100%

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Since the primary objective of the CDBG program is to benefit low- and moderate-income persons, the City of Port Orange will utilize CDBG funds for projects and activities that will provide assistance to this target population and benefit the City as a whole by improving the living environment for the residents.

Discussion

For PY2025, the City will carry out the Memorial Park Multi-Use Trail project in Census tract 825.03/ block group 2. This activity will benefit all the residents in this block group.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Throughout this Five-Year Consolidated Plan period the City of Port Orange did not plan on funding any affordable housing activities using CDBG funds. Due to the limited CDBG resources, the funds have been used for public infrastructure projects that will have a greater impact on the residents of the City. Affordable housing goals will continue to be addressed by the Volusia County Community Assistance Division through their allocation of SHIP funds and any other funding sources that become available that can be used countywide including municipalities within the County.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The City may utilize general funds to continue to address the housing and supportive services needs of the homeless population in Port Orange. During PY2024-2025, the City provided approximately \$35,000 in general revenue funds to the First Step Shelter to assist with emergency shelter operations.

AP-60 Public Housing – 91.220(h)

Introduction

Public housing was established to provide decent and safe rental housing for eligible low-and moderate-income families, the elderly, and persons with disabilities. Public housing includes federally subsidized affordable housing that is owned and operated by the public housing authorities. The Volusia County Community Assistance Division is the county’s Public Housing Agency and covers Port Orange. This organization works closely with state and federal agencies in administering various housing public assistance programs.

Actions planned during the next year to address the needs to public housing

There is currently no public housing units managed in the City of Port Orange. The public housing needs in Port Orange are served by the County of Volusia Department of Community Services (VDCS). As the county’s Public Housing Agency (PHA), the Community Assistance Division administers approximately 322 housing choice vouchers. As Volusia County Public Housing Agency (PHA), the Community Assistance Division manages the Housing Choice Voucher Program (Section 8) the federal government major program which assists very low-income families including the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants can find their own suitable housing, including single-family homes, townhouses, and apartments.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The County of Volusia Department of Community Services will continue to provide opportunities using public meetings to inform citizens of engagement opportunities and review issues presented by the County’s Human Services Advisory Board. VDCS administers the Family Self Sufficiency (FSS) Program which helps residents of Public Housing attain success in their financial future. Participants sign a contract to be a part of the (FSS) Program for five (5) years, and they are compensated monetarily at the end of the program. Monies received at the end of the program can be used in a variety of ways, such as a down payment of a home. The (FSS) Program also provides information and resources to the residents on how to repair their credit and is also a link to agencies that can provide financial guidance by putting them in touch with realtors and banks that can assist the resident in attaining homeownership if that is their goal.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The PHA is not listed as “troubled” by HUD. VDCS will continue to provide services that improve the lives

of its public housing residents.

Discussion

See above.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Port Orange partners with Volusia/Flagler County Coalition for the Homeless for our Continuum of Care. Their mission is to prevent and end homelessness in Volusia and Flagler Counties and assist homeless and at risk of homeless individuals and families move towards self-sufficiency.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Port Orange partners with Volusia/Flagler County Coalition for the Homeless for our Continuum of Care. Here are their current goals:

1. Goal: To develop located crisis response shelters/day programs for East and West Volusia.
2. Goal: Address the needs of those individuals' experiencing homelessness who were encamped at the Volusia County Service Center
3. Goal: Reorganize the Continuum of Care committee as the Volusia/Flagler Commission on Homelessness (COH)
4. Goal: County and City governments remain committed to providing capital outlay and operational funding for crisis response shelters/day programs in East and West Volusia.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Port Orange annually budgets funds in the amount of \$35,000 for the First Step Shelter to assist with emergency shelter operations.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Port Orange partners with the Volusia/Flagler County Coalition for the Homeless (VFCCH) which is an administrative agency designed to procure, distribute, and monitor grants and other funding, and to provide oversight to agencies in the community who provide direct services to the homeless and those at risk of homelessness. VFCCH serves as the Lead Agency, Lead Agency for Homeless Management Information System (HMIS), and Collaborative Applicant for the Commission on

Homelessness for Volusia & Flagler Counties (FL-504 Continuum of Care). It provides assistance and guidance in planning, coordinating, and applying for federal, state, and local funds, facilitates various bureaucratic activities of the CoC, and monitors the implementation, activities, and outcomes of direct service-providing agencies according to various rules and regulations set forth by HUD (Department of Housing and Urban Development), state and local rules/regulations, rules defined within the grants themselves, and various public policies regarding homelessness. VFCCCH also conducts community research and is the primary agency responsible for coordinating and executing HUD's annual Point-in-Time Count.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of Port Orange partners with Volusia Flagler County Coalition for the Homeless for our Continuum of Care. There are over 600,000 people that call Volusia and Flagler Counties home. On any given day there are approximately 700 people experiencing homelessness in the two-county area. Homelessness doesn't target one population or another. The Volusia Flagler County Coalition for the Homeless has programs in place to address low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families.

Discussion

see above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

See discussion below.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The median household income as of 2023 was \$67,240. In 2020, it was \$56,242. Median contract rent in 2023 was \$1,220 and in 2020, it was \$929. High home values and rents have resulted in much of the housing stock being out of the affordable range for large portions of the population and high percentages of cost burdened households when housing is able to be obtained. To combat market trends that prevent access to affordable housing, the City of Port Orange continues to strive to create an environment where existing affordable housing stock is supported and has provided guidance through several City policies to foster the development of additional affordable housing stock in the community.

Discussion:

Overall, Port Orange’s Comprehensive Plan Housing Element contains several good-faith measures to promote affordable and multi-family housing. However, with a growing population and the lack of existing affordable housing options, Port Orange may wish to expand zoning tools for promoting affordable housing. If homeowners in residential districts could rent secondary living quarters or ADUs to unrelated tenants, the supply of affordable housing in desirable neighborhoods could be significantly expanded, depending on the level of interest among homeowners in becoming landlords. The strongest regulatory tool to promote affordable housing development, at least in new multi-family developments not yet developed—would be to require inclusionary housing measures and density bonus measures for the development of affordable housing units.

AP-85 Other Actions – 91.220(k)

Introduction:

This section of the Action Plan outlines the planned actions of the City and its partner agencies to meeting underserved needs, fostering, and maintaining affordable housing, reducing lead-based paint hazards, reducing the number of poverty-level families, and developing institutional structure.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting all the identified needs is the lack of financial resources available to public and private agencies who serve the needs of the City's low-and moderate-income residents. For PY2025, the City has allocated \$354,806 in CDBG funding to assist residents in low-income neighborhoods by addressing the public infrastructure needs of these communities. The City will continue to foster existing partnerships and collaborate with new partners to bring needed resources to meet the needs of Port Orange residents.

Actions planned to foster and maintain affordable housing

The affordable housing needs of Port Orange residents will continue to be addressed by the Volusia County Community Assistance Division.

Actions planned to reduce lead-based paint hazards

Lead-based paint hazards continue to be managed by Volusia County where regulatorily required. The Florida Department of Health will also reduce lead-based paint hazards through its Lead Poisoning Prevention program.

Actions planned to reduce the number of poverty-level families

According to the 2023 ACS, the poverty-rate in Port Orange was 12.5% as compared to 11.8% poverty-rate in Volusia County. For citizens living in Port Orange, educational attainment is the leading disparity influencing wage earnings and access to employment opportunities. Understanding the value of having a trained workforce, the City of Port Orange participates with the East Central Florida Regional Planning Council and with Volusia County on economic development and workforce training initiatives. The jurisdiction has a general goal of encouraging education/workforce training and providing services to mitigate some of the effects of living in poverty.

Actions planned to develop institutional structure

The Grants Administration staff currently coordinates with City departments and Volusia County to meet the goals and objectives of the Consolidated Plan. During FY2025-2026, the City will continue to foster

existing relationships and collaborate with new partners to meet the needs of residents. The partnership with the CoHH and its member organizations will be further developed to address the needs of the homeless population.

Actions planned to enhance coordination between public and private housing and social service agencies.

The City will continue to consult with the City of Daytona Beach, the City of Ormond Beach, and Volusia County to ensure that the needs of homeless persons in the City are met.

Discussion:

See above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The City of Port Orange anticipates spending 100% of 2025 CDBG funds on activity(s) that benefit low to moderate income persons.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that it will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgently need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.	

Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%
---	---------

Discussion:

See above

Application for Federal Assistance SF-424

* 1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

* 2. Type of Application:

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Port Orange

* b. Employer/Taxpayer Identification Number (EIN/TIN):

59-6000412

* c. UEI:

LV8ZD1LYF3H4

d. Address:

* Street1:

1000 City Center Circle

Street2:

* City:

Port Orange

County/Parish:

* State:

Florida

Province:

* Country:

* Zip / Postal Code:

32129-4144

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr. Ms

* First Name:

Theresa

Middle Name:

* Last Name:

Brooks

Suffix:

Title:

Organizational Affiliation:

* Telephone Number:

386-717-9050

Fax Number:

* Email:

tbrooks@port-orange.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

*** 12. Funding Opportunity Number:**

14.218

* Title:

Community Development Block Grant Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Project Year 2025 - Memorial Park Multi-Use Trail Project

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="\$ 354,806"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

Date

Mayor

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2025 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Mayor
Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/5/2025

SUBJECT: (B9) Resolution No. 25-37 - Approval of Grant Agreement No. QG023 with Florida Department of Environmental Protection for the Harbor Road Spruce Creek/Rose Bay Septic to Sewer Project

DEPARTMENT: Engineering

GOAL: 3 - Quality of Life
2 - Infrastructure
5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 25-37.

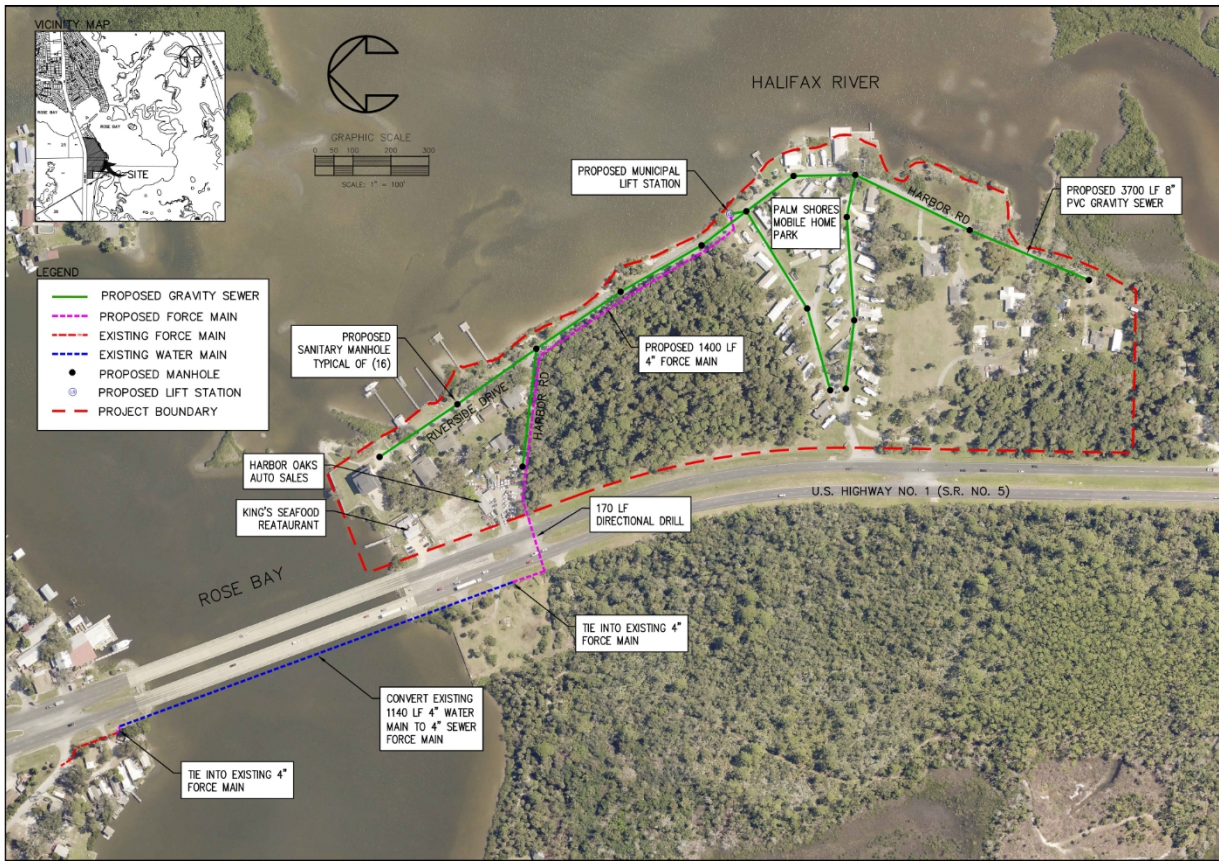
SUMMARY: In June 2025, the City received notification that the Florida Department of Environmental Protection (FDEP) had awarded a grant totaling \$911,826 for the Harbor Road Spruce Creek/Rose Bay Septic-to-Sewer Conversion Project. Although the project area (shown below) is located outside the City limits, the City provides utility services to this area and the project represents a milestone in the City's ongoing efforts to protect local water quality and improve public infrastructure.

The project aims to transition approximately sixty (60) single-family homes and two (2) commercial properties from aging and potentially failing septic systems to a centralized sanitary sewer system. This conversion will help reduce nutrient loading and minimize the risk of groundwater contamination, particularly in the environmentally sensitive Spruce Creek and Rose Bay watersheds.

The scope of work includes:

- Installation of approximately 3,700 linear feet of 8-inch PVC gravity sewer lines
- Construction of 16 sanitary sewer manholes
- Installation of approximately 1,200 linear feet of 6-inch sewer force main
- Construction of a new municipal lift station to convey wastewater to the treatment facility

The current engineer's estimate of construction cost is \$1.3 million. The City will be responsible for covering anything over the grant amount of \$911,826. The funds to cover the City's match are included in the current Fiscal Year CIP. These costs will be offset by the revenue from utilities billed for this area.



PRESENTER: Junos Reed

ATTACHMENTS:

1.	Resolution No. 25-37	Resolution No. 25-37 .pdf
2.	FDEP - Agreement QG023 (For Signature)	FDEP - Agreement QG023 (For Signature).pdf

Julia Wiggins
 Junos Reed
 Mark Simpson
 Matthew Jones
 Wayne Clark

Created/Initiated - 07/01/2025
 Approved - 07/10/2025
 Approved - 07/15/2025
 Approved - 07/22/2025
 Final Approval - 07/23/2025

RESOLUTION NO. 25-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ACCEPTING A \$911,826 GRANT FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (“FDEP”); APPROVING THE STANDARD GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (GRANT AGREEMENT QG023) FOR THE PURPOSE OF THE HARBOR ROAD SPRUCE CREEK / ROSE BAY SEPTIC-TO-SEWER CONVERSION PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR SAID GRANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange (“City”) has been awarded a \$911,826 grant from the State of Florida Department of Environmental for the Harbor Road Spruce Creek / Rose Bay Septic-to-Sewer Conversion Project; and

WHEREAS, this grant award represents a significant milestone in the City’s ongoing efforts to protect local water quality and improve public infrastructure by facilitating the transition of approximately sixty (60) single family homes and two (2) commercial properties from septic systems to a centralized sanitary sewer system; and

WHEREAS, in order to receive said grant, the City must approve and enter into a standard grant agreement (Grant Agreement QG023) with the State of Florida Department of Environmental Protection; and

WHEREAS, the City Council of the City of Port Orange desires to accept the grant funding from the State of Florida Department of Environmental Protection and enter into a grant agreement with the State of Florida Department of Environmental Protection.

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

Section 1. The above Recitals are incorporated by reference into the body of this Resolution.

Section 2. The City Council of the City of Port Orange, Florida, hereby approves Grant Agreement QG023 and accepts the State of Florida Department of Environmental Protection Grant in the amount of \$911,826 for the Harbor Road Spruce Creek / Rose Bay Septic-to-Sewer Conversion Project.

Section 3. The City Manager is hereby authorized to execute all applicable grant documents and agreements.

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

<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)	
<input type="checkbox"/> Exhibit I: Forced Labor Attestation Form	
<input type="checkbox"/> Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
 Secretary or Designee Date Signed

Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures

Jake Seib, DEP Grant Manager

Kyleigh Revis, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

Attachment 1

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

Attachment 1

- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. QG023**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Harbor Road Spruce Creek/Rose Bay Septic to Sewer Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2024 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of

transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Harbor Road Spruce Creek/Rose Bay Septic to Sewer Project

PROJECT LOCATION: The Project will be located in the City of Port Orange within Volusia County; Lat/Long (29.0993, -80.9699). See Figure 1 for a location map and site plan.

PROJECT BACKGROUND: Based on the Port Orange 2022-2045 Comprehensive Plan, old septic systems are contributing a large nitrogen and phosphorus load to Spruce Creek, Rose Bay and surrounding waterbodies. Due to the proximity of the Harbor Road Neighborhood to Spruce Creek and Rose Bay, the City of Port Orange (Grantee) will be converting approximately 60 single family residences and 2 commercial businesses from septic to central sewer and constructing a new municipal lift station along Harbor Road. Sea level rise, changing rain patterns, and elevated water tables have further reduced the efficiency of the septic systems and removal provides an immediate solution to the existing septic nutrient loads.

PROJECT DESCRIPTION: The Grantee will construct approximately 3,700 linear feet of 8-inch PVC gravity sewer, 16 manholes, 1,400 linear feet of force main, and a new municipal lift station. This project will remove approximately 62 septic tanks and construct approximately 62 sewer laterals. Asphalt milling, resurfacing and watermain conflicts will also be addressed through the construction process.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$447,552 from the City of Port Orange. A summary of the local contributions will be required in the Final Quarterly Progress Report, and financial supporting documentation shall be provided upon request.

TASKS: All documentation should be submitted electronically unless otherwise indicated, and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct Harbor Road Spruce Creek/Rose Bay Septic to Sewer Project in accordance with the final design. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions; lift stations and other infrastructure associated with the grant; and both the parcels connected to sewer and the parcels where sewer has been made available for connection but not yet connected along with associated grant information. Pursuant to section 381.00655, Florida Statutes, for any parcels for which sewer was made available, but for which connection has not yet been made, the Grantee will notify in writing owners of such parcels that the system is available for connection and that they must connect to the installed sewer system within 365 days of such written notification.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit: 3) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted; and 4) one copy of a notification letter and a signed statement by the grant manager that notifications to all parcels for which sewer is available, but not yet connected, was sent. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$ 911,826.00	07/01/2024	08/31/2028
Total:			\$ 911,826.00		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2024-2025	37.039	Water Quality Improvement Grant Program - GAA LI 1741	\$911,826.00	149950
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$911,826.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/5/2025

SUBJECT: (H14) Second Reading - Ordinance No. 2025-17- Land Development Code (LDC) Amendment/Chapter 16 - Relating to Home-Based Businesses

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2025-17.

SUMMARY: Planning Commission Action (6/26/25): Recommended Approval 6-0

Current state legislation regulating home-based businesses (House Bill 403, amending Section 559.955, Florida Statutes) significantly limits the authority of local governments to regulate home-based businesses. HB 403 requires municipalities to permit home-based businesses in residential zoning districts and prohibits local regulations that treat them differently from other businesses within the same jurisdiction.

The City's current home-based business regulations in the Land Development Code (LDC) are no longer enforceable due to the preemptive nature of HB 403. Staff is proposing to amend the City's LDC to align with the requirements of Section 559.955, Florida Statutes, similar to other municipalities across Florida. The proposed text amendment ensures legal compliance and provides clarity to residents and businesses regarding home-based business operations.

Prior to HB 403, the City permitted home-based businesses in all residential zoning districts under certain restrictions. Any business not meeting these requirements was not permitted as a home-based business. These restrictions included:

- A prohibition on outside employees.
- A ban on specific business types (e.g., beauty/barber shops, vehicle or boat repair, photography studios).
- Signage limitations.
- Prohibition of outdoor storage related to the business; and

-
- Limits on the portion of the dwelling used for business purposes.

Under state law, local governments must allow home-based businesses to operate in residentially zoned areas and may not impose regulations or licensing requirements that differ from those applied to other businesses within the jurisdiction. However, municipalities retain the authority to:

- Require the submittal of a home-based business application.
- Limit on-premises employees who reside off-site to no more than two.
- Regulate the parking and storage of trucks, trailers, or heavy equipment in the same manner as any other trucks, trailers, or heavy equipment parked or stored on residential property without a home-based business.
- Prohibit businesses that generate traffic levels higher than typical residential use.
- Ensure the property maintains a residential appearance and character.
- Prohibit operations within accessory structures.
- Regulate signage and business activities that produce excessive noise, vibration, smoke, odors, glare, or other disturbances inconsistent with residential neighborhoods.
- Regulate the use and storage of hazardous materials.

The Staff Report is attached for more information.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2025-17	Ordinance No. 2025-17.pdf
2.	STAFF REPORT	STAFF REPORT .pdf
3.	Business Impact Estimate - ORD 2025-17 - LDC Amendment Ch 16	Business Impact Estimate - ORD 2025-17 - LDC Amendment Ch 16.docx

Tracee Cody

Created/Initiated - 07/17/2025

ORDINANCE NO. 2025-17

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 16 RELATING TO LOCAL GOVERNMENT REGULATION OF HOME-BASED BUSINESSES TO ENSURE CONSISTENCY AND COMPLIANCE WITH RECENTLY ADOPTED STATE LEGISLATION AMENDING SECTION 559.955, FLORIDA STATUTES LIMITING LOCAL GOVERNMENT REGULATION OF HOME-BASED BUSINESSES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the recent state legislation requires changes to the Land Development Code as it relates to the regulation of home-based businesses; and

WHEREAS, an amendment to Chapter 16 of the Land Development Code (“Code”) is necessary to implement the changes for consistency and compliance with Florida Statutes; and

WHEREAS, the proposed amendment to Chapter 16 of the Land Development Code (“Code”) is necessary to implement the requisite changes for compliance with Florida Statutes; and

WHEREAS, the Planning Commission has recommended amendments to the Land Development Code; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 16, of the Land Development Code, to read as follows:

Chapter 16 - MISCELLANEOUS REGULATIONS

Section 1: - Accessory uses and structures.

[No changes to subsections (a) through (d)]

(e) *Outside storage.* Outside storage of new and used equipment and materials shall be regulated as follows.

(1) *Residential uses.*

(a) Outside storage of materials and equipment shall be restricted to the rear or side yard area and screened by an opaque fence or hedge so that such materials and equipment are not visible from any public right-of-way or adjoining lot.

(b) ~~Materials and equipment such as appliances, motor vehicle parts, and equipment and materials used as part of a business conducted off-site shall not be stored outside.~~ Additionally, uUnlicensed/unregistered, disabled, abandoned, or inoperable motor vehicles shall not be stored outside. Unlicensed/unregistered, disabled, abandoned or inoperable recreational vehicles or equipment (as defined in section 70-48 of this Code of Ordinances) shall not be stored outside unless awaiting repair and stored pursuant to section 70-48(h). This prohibition shall not apply to licensed/registered and operable motor vehicles, recreational vehicles and equipment and other such vehicles, which are merely being parked on-site. However, such vehicles shall be subject to other provisions of this code, such as those relating to driveways, which may regulate or restrict their location on site.

(c) Unless otherwise stated, temporary storage containers (e.g. PODS) shall be restricted to the driveway for a period not to exceed 72 hours in any continuous 30-day period. However, if said container is placed as permitted and is related to an improvement that has been issued a building permit, said container will be permitted for the duration of the building permit and shall be removed prior to the city's issuance of a certificate of occupancy or completion.

[No changes to subsections (e)(2) through (4) and (f)]

Section 2: - Home-based businesses ~~occupations.~~

(a) A home-based business that operates from a residential property may operate in an area zoned for residential use in compliance with this section and §559.955, Florida Statutes, as amended. A business is considered a home-based business if it operates, in whole or in part, from a residential property. All home-based businesses shall comply with the following criteria as conditions of a home-based business local business tax receipt: ~~Intent. The purpose of this section is to accomplish the following:~~

- (1) The employees of the business who work at the residential dwelling must also reside in the residential dwelling, except that up to a total of two employees or independent contractors who do not reside at the residential dwelling may work at the business. The business may have additional remote employees that do not work at the residential dwelling.
- (2) Parking related to the business activities of the home-based business complies with local zoning requirements, and the need for parking generated by the business may not be greater in volume than would normally be expected at a similar residence where no business is conducted.
- (3) The parking of commercial vehicles and trailers related to home-based businesses shall be regulated in the same manner as any other commercial vehicle or trailer parked or stored on residential property, and shall not be parked:
 - (a) Within the right-of-way;
 - (b) On or over a sidewalk; or,
 - (c) On any unimproved surfaces.
- (4) Outside storage of materials and equipment shall comply with Chapter 16, Section 1(e)(1)(a). Heavy Equipment, as defined in §559.955, Florida Statutes, shall be restricted to the rear or side yard area and screened by an opaque fence or hedge so that such heavy equipment is not visible from any public right-of-way or adjoining lot.
- (5) As viewed from the street, the use of the residential property must be visually consistent with the uses of the residential areas that surround the property. External modifications made to a residential dwelling to accommodate a business must conform to the residential character and architectural aesthetics of the neighborhood.
- (6) The home-based business may not conduct retail transactions at a structure other than the residential dwelling; however, incidental business uses and activities may be conducted at the residential property.
- (7) The activities of the home-based business are secondary to the property's use as a residential dwelling.
- (8) The home-based business activities comply with any relevant local or state regulations with respect to signage and equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors. Any local regulations on a home-based business with respect to noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors may not be more stringent than those that apply to a residence where no home-based business is conducted.
- (9) All home-based business activities comply with any relevant local, state, and federal regulations with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids. Any local

regulations on a home-based business with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids may not be more stringent than those that apply to a residence where no home-based business is conducted.

- (10) The application of this section does not supersede local laws, ordinances, or regulations related to transient public lodging establishments, as defined in Florida Statutes, that are not otherwise preempted under Florida Statutes.
- (11) Home-based businesses shall be subject to all other applicable ordinances and regulations.
- (12) Any business that does not meet the definition of a home-based business in Section 559.955, Florida Statutes, is not considered a home-based business, and is not permitted to operate in a residential zoning district.

~~(1) Permit residents of the city a broad choice in the use of their home as a place of livelihood and the production or supplementing of personal and family income.~~

~~(2) Protect residential areas from adverse impacts of activities associated with home occupations.~~

~~(3) Establish criteria and development standards for home occupations conducted in residential uses.~~

~~(b) Permitted home occupations.~~

~~(1) Office uses: Professional and business office activities that do not involve clients, customers or employees visiting the premises. Examples shall include but not be limited to, administrative offices for off-site commercial or industrial businesses; offices for businesses that provide off-site services to customers, such as bookkeepers or accountants; or professional offices, such as real estate sales and brokerage, for which meetings or appointments with clients are held off-site.~~

~~(2) Off-site sales of customary hobby crafts produced at hobbyist volumes in the home by family members. Such hobby crafts may include, but are not limited to, needlework, woodwork, or visual artwork.~~

~~(3) Off-site provision of services to other homeowners that does not involve the use of tools or machinery in size or numbers beyond that customarily found in a residence of that size.~~

~~(4) Private instruction of no more than one student per session.~~

~~(c) Prohibited home occupations.~~

~~(1) Motor vehicle and boat repair.~~

~~(2) Beauty and barber shops.~~

~~(3) Child care center or nursery school (except for those specifically permitted by the State of Florida Department of Health and Rehabilitative Services).~~

~~(4) Amplified musical instrument instruction.~~

~~(5) Photography studio.~~

~~(6) Real estate sales and brokerage, for which meetings appointments with clients are held on-site.~~

~~(7) Retail sales (except garage sales).~~

~~(8) Painting of vehicles, trailers or boats.~~

~~(9) Upholstering.~~

~~(10) Welding.~~

~~(11) Taxidermy.~~

~~(12) Tattoo establishment.~~

~~(13) Any use not specifically permitted by [chapter 16](#), section 2(b) above.~~

~~(d) *Restrictions.* Home occupations are permitted accessory uses in all residential zones and subject to the following restrictions.~~

~~(1) No persons other than members of the family residing on the premises shall be engaged in the home occupation.~~

~~(2) The use of the dwelling for a home occupation shall be clearly incidental and subordinate to its residential use, and there shall be no change in the appearance of the dwelling or outside evidence of nonresidential use, except for a maximum one square foot nonilluminated wall sign located adjacent to the main entrance of the structure.~~

~~(3) Any business that involves storage, processes, employees, equipment or any other activity not permitted by this section shall provide proof of a properly zoned and licensed business location housing those activities. The said nonpermitted storage, processes, employees, equipment or other activity shall not be permitted at the location of the home occupation.~~

~~(4) No home occupation shall occupy more than 20 percent of the air conditioned first floor area of the residence. New construction of additional air conditioned floor space shall not be eligible for this definition for two years after its completion according to the date of the certificate of occupancy. No accessory structure shall be used as part of a home occupation, except for the storage of customary homeowner tools and equipment at normal levels typically found in a typical home.~~

~~(5) There shall be no display of products visible in any manner from the outside of the dwelling.~~

~~(6) No advertising shall carry the residential address of the home occupation.~~

~~(7) No equipment or process shall be used which creates visual or audible electrical interference in any radio or television receiver off the premises or causes fluctuations in line voltage off the premises.~~

~~(8) There shall be no storage of equipment or supplies associated with the home occupation outside the dwelling.~~

~~(9) No home occupation shall generate traffic on a regular basis greater than that customarily generated by the type of residence involved.~~

~~(10) No equipment or process shall be used in a home occupation which creates excessive noise, vibration, glare, fumes, or odor detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing in the neighborhood.~~

~~(11) No home occupation shall cause an increase in the use of any one or more public utilities (water, sewer, electricity and garbage collection) so that the combined total use for dwelling and home occupation purposes exceeds the customary average for similar type residences within the city.~~

~~(12) Home occupations shall be subject to other limitations as provided in this code and all other applicable ordinances and regulations.~~

SECTION 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 4. The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange, and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6. This Ordinance shall take effect immediately upon adoption.

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the _____ day of _____

Passed and adopted on second and final reading on the _____ day of _____

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



STAFF REPORT

CASE NO. DCAM-25-0001

LDC TEXT AMENDMENT

CHAPTER 16 – HOME-BASED BUSINESSES

REQUEST:	Amend Chapter 16 of the Land Development Code (LDC) regarding home-based businesses.
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planning Manager, 386-506-5671
PLANNING COMMISSION:	Recommended Approval 6-0 (June 26, 2025)
CITY COUNCIL:	July 15, 2025

BACKGROUND

Recent legislation regulating home-based businesses became effective with the adoption of HB 403, amending 559.955, Florida Statutes. More specifically, HB 403 prohibits local governments from taking certain actions relating to the licensure and regulation of home-based businesses; specifies conditions under which a business is considered a home-based business; authorizes home-based businesses to operate in areas zoned for residential use; specifies that home-based businesses are subject to certain business taxes; and authorizes the prevailing party in a challenge to local regulations to recover reasonable attorney fees and costs incurred instituting or defending a legal action concerning the validity of a local government's home-based business regulations.

Currently, the city allows home-based businesses to operate in all residential zoning districts, but prohibits outside employees, prohibits certain occupations (e.g. beauty and barber shops, motor vehicle and boat repairs, and photography studios), limits the type of signage allowed, restricts storage of equipment or supplies associated with the home occupation outside the dwelling, and limits the floor area that may be dedicated to the business. Prior to the adoption of HB 403, amending 559.955, Florida Statutes, a home-based business that did not meet these criteria was not considered a home occupation and would not be permitted to operate in a residential zoning district.

HB 403 requires all municipal governments to allow a home-based business to operate in a residential zoning district and may not prohibit, restrict, regulate, or license it in a manner different from other businesses within the local government's jurisdiction. For a home-based business, per HB 403, a local government still has the ability to :

- require business taxes;
- restrict the number of employees who work in the business, but reside elsewhere to 2 persons on premises;
- regulate truck, trailer, or heavy equipment parking and storage;
- prohibit a home occupation with a greater volume of traffic than a residence where no business is conducted;

- require a property to maintain a residential character;
- prohibit business operations in an accessory structure;
- regulate signage and equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors, more than would be expected in a residential neighborhood; and
- regulate the use of hazardous materials.

The language in section 559.955, Florida Statutes, regarding home-based business limits local regulation, and the City's current regulations for home-based businesses are no longer enforceable. Similar to what other local governments in Florida have done, the proposed amendment is to adopt the requirements from 559.955, Florida Statutes, into the Land Development Code (LDC) in order to comply with the state regulations.

PROPOSED AMENDMENT

A general description of the provisions included in section 559.955, F.S., and that are proposed to replace existing provisions in the LDC is as follows:

- A home-based business is allowed to operate on a lot in a residential zoning district, and may not be prohibited, restricted, regulated, or licensed in a manner different from other businesses within the local government's jurisdiction.
- A "home-based business" is defined as one that has employees that both work and dwell in the residence that is the site of the home-based business, but still allows up to two employees or independent contractors to work there in addition, as well as allowing additional remote employees that do not work at the physical site.
- The statute does not have a defined list of the types of businesses that qualify as home-based businesses. Instead, any business that can operate in compliance with the new criteria would qualify as a home-based business.
- A home-based business must conform visually with the rest of the neighborhood, and retail transactions may only occur in the dwelling.
- Local governments may regulate parking requirements for commercial vehicles and trailers parked at a home-based business. Commercial vehicles and trailers cannot be parked in the street right-of-way, on or over a sidewalk, or on any unimproved surfaces, similar to a home without a home-based business.
- The parking or storage of materials, equipment, and heavy equipment (commercial, industrial, or agricultural equipment/vehicles/machinery) shall not be visible from the street or neighboring property.
- A home-based business activity must comply with local government regulations concerning signage and equipment or processes that generate noise, heat, vibration, smoke, dust, glare, fumes, etc., provided also that such regulations may not be more stringent than those that apply to a residence where no business is conducted.

- Regulations concerning the storage of hazardous, flammable, corrosive, or combustible material may not be more stringent than those that affect a home without a business.

The provisions of section 559.955, Florida Statutes, regarding home-based businesses do not supersede Homeowner Association (HOA) or Condominium Owner Associations (COA) restrictions, or local government regulations on transient public lodging, and the collection of local business tax is still allowed. Approval of this amendment will ensure that the City maintains the ability to enforce the state-required minimum regulations for a home-based business.

RECOMMENDATION

Staff recommends approval of the text amendment to Chapter 16 of the Land Development Code.

ATTACHMENT

Exhibit 1 – Proposed Amendment (see Ordinance Exhibit)



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is

published.

Proposed ordinance's title/reference:

Ordinance No. 2025-17 – Land Development Code (LDC) Amendment to bring LDC in compliance with section 559.955, Florida Statutes, regarding home-based businesses. [CASE NO. DCAM-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 Land Development Code (LDC) Amendment is required to bring the LDC in compliance with section 559.955, Florida Statutes, regarding home-based businesses. [CASE NO. DCAM-25-0001].

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 8/5/2025

SUBJECT: (H15) Second Reading - Ordinance No. 2025-18 - Land Development Code (LDC) Amendment/Chapter 20 Relating to Eligibility for Economic Development Incentives

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2025-18.

SUMMARY: Planning Commission Action (6/26/25): Recommended Approval 6-0

The proposed amendment is part of an ongoing effort to improve and update the Land Development Code (LDC). It is specifically intended to support the City's development and redevelopment goals citywide, particularly within the Port Orange Town Center Community Redevelopment Area (CRA) and the Eastport Business Center CRA.

The amendment would allow developers of targeted businesses to request assistance, through an Economic Incentive Agreement (EIA), with fees or mitigation costs required by external County or State review agencies related to site preparation. These may include expenses such as permit or application fees, tree mitigation payments, gopher tortoise mitigation contributions, or relocation costs.

This amendment does not change the existing EIA request process. All EIA requests will still require review by the City Council, which retains full discretion to approve or deny agreements for any business, including targeted businesses.

Over the last several years, staff have prepared amendments to the LDC to support the City's redevelopment efforts. Those amendments included adding uses such as "Brewery" and "Farmers Market," incentives for the redevelopment of targeted businesses, establishing site development standards for the redevelopment of infill commercial properties, alternative signage options, and entertainment districts (Riverwalk and Down Under), and extending the time period after a Certificate of Occupancy is issued to request a refund of building permit and site development fees.

As with the past amendments to support the City's development and redevelopment efforts, the proposed amendment is intended to support the expansion of existing targeted businesses and encourage the development of new targeted businesses, specifically within the Port Orange Town Center Community Redevelopment Area

(CRA) and Eastport Business Center CRA.

The Staff Report is attached for more information.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2025-18	Ordinance No. 2025-18.pdf
2.	Business Impact Estimate - ORD 2025-18 - LDC Amendment Ch 20	UpdatedBusiness Impact Estimate - ORD 2025-18 - LDC Amendment Ch 20.docx
3.	STAFF REPORT	STAFF REPORT .pdf

Tracee Cody

Created/Initiated - 07/17/2025

ORDINANCE NO. 2025-18

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 20 RELATING TO ADDITIONAL INCENTIVES RELATED TO PERMIT FEES AND MITIGATION FOR WETLANDS, TREES, AND GOPHER TORTOISES FOR TARGETED BUSINESSES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the proposed amendments are necessary to improve the content of the existing Land Development Code (“Code”) as part of an ongoing maintenance effort to make the Code more efficient in its application as well as updated to respond to the current conditions in the community; and

WHEREAS, the Planning Commission has recommended amendments to the Land Development Code; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 20, of the Land Development Code, to read as follows:

Chapter 20 - ECONOMIC DEVELOPMENT INCENTIVES

[No changes to Section 1]

Section 2: Overview of available city incentives.

[No changes to subsections (a) through (i)]

(k) *Targeted businesses program.* The targeted businesses program (TBP) is hereby created to provide assistance to unique business ventures which, from time to time, may be targeted by the city by virtue of the anticipated socio-economic benefits. Targeted businesses may be extended incentives to aid in retaining their operations within the city; to aid in enhancing/expanding their operations in the city, or to aid in relocating their operations to viable property within the city. If approved, an agreement shall be prepared outlining the given incentives, their allocation and the conditions applicable thereto. The agreement shall then be executed and carried out in accordance with its terms.

(1) *Targeted businesses—City-wide.* The following businesses shall be targeted businesses city-wide and may be extended assistance by the city pursuant to review and approval by the city council: marina; full service hotel with multi-room conference center serving not less than 500 conference participants; college/university; aviation operations; professional sport operations; entertainment industry operations; regional distribution facility; Fortune 500 company; corporate headquarters; master developer(s) for the riverwalk, causeway or down under districts; master developer(s) for the Eastport Business Center redevelopment area; commercial or industrial venture(s) promising extensive value-added jobs; any other enterprise/project referenced within the city's vision statement; and any other enterprise/project proposed and supported by ordinance of council.

(a) *City council approval.* The city council shall retain the sole discretion to award or decline incentives in whole or in part and shall be under no obligation to enter into an incentive agreement with any particular business whether or not listed in subsection (k)(1) as stated above. In arriving at a decision the council shall consider the critical factors, including but not limited to the following: number of jobs, number of value added jobs, average wage, type of business venture, how the business venture addresses the critical needs within the city, location of business venture, value of construction, significance of improvements, anticipated tax revenue, multiplier implications on the local economy, health of the economy, availability of city funds and other factors deemed essential by the city council. To be considered by council, a written request providing a detailed overview of the business/project and the circumstances surrounding the need for assistance, shall be submitted to the city.

(b) *Possible incentives.* Possible city incentives which may be extended to a targeted business as defined herein include, but shall not be limited to, one or more of the following: waive fees for applications, permits and/or inspections; grants/loans; assistance with permit fees or mitigation for wetlands, trees, and gopher tortoises ~~wetland mitigation~~; engineering, landscaping, surveying, architectural design services; pre-permitted sites; dollars for value-added jobs; utility cost-sharing; and expedited review and approval.

- (c) *Request.*
 - (1) For properties not located in the Port Orange Town Center CRA or Eastport Business Center CRA, requests shall be filed with the city within one year of the issuance of a certificate of occupancy (C/O).
 - (2) For properties located in the Port Orange Town Center CRA or Eastport Business Center CRA, requests shall be filed with the city within six years of the issuance of a certificate of occupancy (C/O) so long as the business for which the certificate of occupancy (C/O) was initially issued is still operating.
- (d) *Accountability.* In situations where the city council elects to issue a grant based on the type, number and/or wages associated with jobs to be created then the required agreement shall specify; a) by what time (e.g. 18 months from commencement of construction) the targets must be met; b) the penalty specifics if the targets are not met, such as reimbursing the city to a prorated dollar amount based on the number/type/wage of jobs falling short of the respective targets, with interest; and c) when the city's grant shall be issued meaning at the time the certificate of occupancy is issued, half now/half later or when the targets are met. Incidentally, the city shall verify whether targets have been met by reviewing an audit of the business in question at their expense. In situations where the city council elects to issue a grant based on the size and/or value of the physical improvements to the property, then the agreement shall address similar specifics.
- (2) *Targeted businesses—Ridgewood Corridor.* The following businesses shall be targeted businesses along the Ridgewood Corridor and may be extended assistance by the city: restaurants; professional offices; adult/vocational education; appliance/electronic repair shops; business service; convenience stores without fuel operations; financial services; fleet-based services; health/exercise club; laboratory, research and development; personal services; developments that assemble land to create a connection from Ridgewood to the riverfront; water-based businesses (e.g. watersports sales and rentals, such as kayaks, jet skis, paddle boards, etc., water taxis, boat tours, fish markets, bait and tackle shops); eco-tourism (e.g. guided tours); grocery store; craft food and beverage producer; microbrewery; manufacturing (craftsman shop and limited); retail home building materials; and any other enterprise/project with an anticipated socio-economic benefit and supported by the city council.
 - (a) *Approval.* The city manager is authorized to award or decline incentives in whole or in part and shall be under no obligation to enter into an incentive agreement with any particular business whether or not listed in subsection (k)(2) as stated above. In arriving at a decision, the city manager shall consider the following factors, including but not limited to: whether the proposed business may conceivably spur similar investment in surrounding properties, whether the proposed business is expected to have a positive socio-economic impact on the Ridgewood Corridor, availability of city funds and other factors deemed essential by the city manager. To be considered by the city manager, a written request providing a detailed overview of the business/project and the circumstances surrounding the need for assistance, shall be

submitted to the city. Priority for redevelopment grants shall be as identified in subsection (j)(2).

- (b) *Possible incentives.* Possible city incentives which may be extended to a targeted business as defined herein include, but shall not be limited to, one or more of the following: waive fees for planning and engineering applications, permits and/or inspections; grants/loans; assistance with permit fees or mitigation for wetlands, trees, and gopher tortoises; dollars for value-added jobs; utility cost-sharing; phased site improvements; and expedited review and approval.
- (c) *Request.* Requests shall be filed with the city within one year of the issuance of a certificate of occupancy (C/O).
- (d) *Accountability.* In situations where the city manager elects to issue a grant based on the type, number and/or wages associated with jobs to be created then the required agreement shall specify; a) by what time (e.g. 18 months from commencement of construction) the targets must be met; b) the penalty specifics if the targets are not met, such as reimbursing the city to a prorated dollar amount based on the number/type/wage of jobs falling short of the respective targets, with interest; and c) when the city's grant shall be issued meaning at the time the certificate of occupancy is issued, half now/half later or when the targets are met. Incidentally, the city shall verify whether targets have been met by reviewing an audit of the business in question at their expense. In situations where the city manager elects to issue a grant based on the size and/or value of the physical improvements to the property, then the agreement shall address similar specifics.
- (e) *Rescinding approval.* If a request is approved, the construction of the improvements has not commenced and the applicant then decides to significantly revisit the conditions/circumstances as approved, then the city manager shall have the right to rescind said approval, and the applicant shall be required to re-apply based on the revised set of conditions and circumstances.
- (f) *Transfer of approvals.* Approvals run with the business and property. An approval may only be transferred to another individual, for that same business on that same property, subject to an appropriate amendment to the incentive agreement.
- (g) *Expiration of approval.* Incentives shall expire if within 12 months of the request being filed, the development order or the principal building permits as applicable have not been issued, or if at the discretion of the administrative official, are not imminent.

SECTION 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 4. The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange, and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6. This Ordinance shall take effect immediately upon adoption.

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the _____ day of _____

Passed and adopted on second and final reading on the _____ day of _____

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



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. 2025-18 – Land Development Code (LDC) Amendment to allow developers of targeted businesses to request assistance, through an Economic Incentive Agreement (EIA), with fees or mitigation costs required by outside County or State review agencies related to site preparation. [CASE NO. DCAM-25-0002]

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law¹ for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Development orders, and development permits, as those terms are defined in s. 163.3164; and development agreements as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
 - c. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - d. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - e. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The proposed amendment is part of an ongoing effort to improve and update the Land Development Code. It is specifically intended to support the City's development and redevelopment goals, specifically within the Port Orange Town Center Community Redevelopment Area (CRA) and Eastport Business Center CRA. The amendment would allow developers of targeted businesses to request assistance, through an Economic Incentive Agreement (EIA), with fees or mitigation costs required by outside County or State review agencies related to site preparation. These may include expenses such as permit or application fees, tree mitigation payments, gopher tortoise mitigation contributions, and relocation costs. This amendment does not alter the existing EIA request process. All EIA requests will continue to be reviewed by the City Council, which retains full discretion to approve or deny agreements for any business, including targeted businesses.

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.



STAFF REPORT

CASE NO. DCAM-25-0002
LDC Amendment/Chapter 20

REQUEST:	Approve amendment to Chapter 20 of the Land Development Code (LDC) to add assistance with fees or mitigation costs required by County or State review agencies related to preparing a site for development.
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Tim Burman, Community Development Director (386) 506-5675
PLANNING COMMISSION:	Recommended Approval 6-0 (June 26, 2025)
CITY COUNCIL:	July 15, 2025

INTRODUCTION

Over the last several years, staff has prepared amendments to the LDC support the City's redevelopment efforts. Those amendments included adding uses such as "Brewery" and "Farmers Market," incentives for the redevelopment of targeted businesses, establishing site development standards for the redevelopment of infill commercial properties, alternative signage options, and entertainment districts (Riverwalk and Down Under), and extending the time period after a Certificate of Occupancy is issued to request a refund of building permit and site development fees. Like the past amendments, the proposed amendment is intended to support the expansion of existing targeted businesses and encourage development of new targeted businesses.

SUMMARY OF PROPOSED AMENDMENT

The proposed amendment is part of an ongoing effort to improve and update the Land Development Code. It is specifically intended to support the City's development and redevelopment goals, specifically within the Port Orange Town Center Community Redevelopment Area (CRA) and Eastport Business Center CRA. The amendment would allow developers of targeted businesses to request assistance, through an Economic Incentive Agreement (EIA); with fees or mitigation costs required by outside County or State review agencies related to site preparation. These may include expenses such as tree mitigation payments and gopher tortoise mitigation contributions and relocation costs. This amendment does **not** alter the existing EIA request process. All EIA requests will continue to be reviewed by the City Council, which retains full discretion to approve or deny agreements for any business, including targeted businesses.

Over the last several years, the city has approved Economic Incentive Agreements (EIA) that waived or refunded building permit or side development (PUD/PCD, Site Plan, Future Land Use Amendment, Rezoning, etc.) fees for recent projects. The LDC currently allows the City Council to consider waiving or refunding building permit and site development fees for targeted businesses developed, but the request must be made within one year

from when the Certificate of Occupancy was issued. The list of city-wide targeted businesses is defined in the LDC and includes the following uses: marina; full-service hotel with multi-room conference center serving not less than 500 conference participants; college/university; aviation operations; professional sport operations; entertainment industry operations; regional distribution facility; Fortune 500 company; corporate headquarters; master developer(s) for the riverwalk, causeway or down under districts; master developer(s) for the Eastport Business Center redevelopment area; commercial or industrial venture(s) promising extensive value-added jobs; any other enterprise/project referenced within the City's vision statement.

RECOMMENDATION

Approval of the amendment to Chapter 20 of the Land Development Code.

ATTACHMENT

Exhibit 1 – Proposed Amendment to Chapter 20 of the Land Development Code (see Ordinance Exhibit)