



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

OCTOBER 7, 2025

AGENDA

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

A. OPENING

1. Invocation
2. Pledge of Allegiance
3. Roll Call
4. Volusia County District 2 Councilman Matt Reinhart – County Update
5. Public Comments on Consent Agenda Items Only

B. CONSENT AGENDA

6. Approval of Minutes
 - a. September 16, 2025 - Regular City Council Meeting
 - b. September 17, 2025 - Special City Council Meeting
7. Approval of Major Special Event Request for Biketoberfest 2025 for The Turn, Inc. at 5164, 5204, 5218, and 5236 South Ridgewood Avenue
8. Approval of Major Special Event Request for Biketoberfest 2025 for The Doghouse Bar and Grill at 3400 S. Nova Road
9. Approval of Relocation and Reconstruction Agreement with Lamar Outdoor Advertising
10. Approval of Temporary License Agreement to Real Sub, LLC (Publix Super Market at Dunlawton Square) for Parking Lot Repairs

C. RECOGNITION AND PROCLAMATIONS

11. Domestic Violence Awareness Month - Proclamation

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

E. COMMENTS AND ADDITIONAL ITEMS

12. Council Members

13. City Attorney

14. City Manager

F. TABLED ITEMS

15. Approval of a Partial Release of Tree Conservation Easement for 4629 Clyde Morris Boulevard

G. PUBLIC HEARING

16. Second Reading - Ordinance No. 2025-19- Land Development Code (LDC) Amendment/Chapter 15 - Signs - Nonconforming signs

H. COUNCIL COMMITTEE REPORTS

17. City Council Committee Reports

a. Volusia Flagler TPO - Councilman Jonathan Foley

I. ADJOURNMENT

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



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

Regular City Council Meeting

10/7/2025

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ENDORSE THE RELIGIOUS BELIEFS OR VIEWS OF THIS, OR ANY OTHER SPEAKER. PERSONS IN ATTENDANCE AT THE CITY COUNCIL MEETING ARE INVITED TO STAND DURING THE OPENING INVOCATION AND PLEDGE OF ALLEGIANCE. HOWEVER, SUCH INVITATION SHALL NOT BE CONSTRUED AS A DEMAND, ORDER, OR ANY OTHER TYPE OF COMMAND. NO PERSON IN ATTENDANCE AT THE MEETING SHALL BE REQUIRED TO PARTICIPATE IN ANY OPENING INVOCATION THAT IS OFFERED. A PERSON MAY EXIT THE CITY COUNCIL CHAMBERS AND RETURN UPON COMPLETION OF THE OPENING INVOCATION IF A PERSON DOES NOT WISH TO PARTICIPATE IN OR WITNESS THE OPENING INVOCATION.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 16, 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

Mayor Scott Stiltner recognized Officer David Jewell of the Edgewater Police Department who was brutally assassinated while off duty, waiting in line at a convenience store, and stated Port Orange stands ready to assist the City of Edgewater. He also recognized Charlie Kirk, CEO of Turning Point USA, who was assassinated at his event at a college campus in, Utah because of his opinions and beliefs, and Iryna Zarutska, a Ukrainian Refugee trying to escape the Russian War, who was brutally assassinated while sitting on a train in North Carolina. A moment of silence was held to honor and recognize these victims.

Invocation by Pastor David Troxler of First Christian Church (retired)

Pledge of Allegiance

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

4. Public Comments on Consent Agenda Items Only

Robert Reinhagen, resident, expressed his concerns on item no. 14 for the Partial Release of Tree Conservation Easement for 4629 Clyde Morris Boulevard.

CONSENT AGENDA

5. Approval of Minutes

- a. September 2, 2025 - Regular City Council Meeting
- b. September 3, 2025 - Special City Council Meeting

6. Bid Awards and Contract Items

- a. Intent to Award - ITB #25-15 Citywide Fencing Services to Sterling Enterprises, LLC, d/b/a Perimeter Solutions Group
- b. Approval of Task Authorization #9 to Advanced Roofing, Inc. for roof replacement at the Adult Center

- c. Approval of Task Authorization #2 to Ohlson Lavoie Corporation for Depot Park Renovations and Expansion
- d. Approval of Change Order #1 to Task Authorization #2 to Paul Culver Construction for Remediation of the REC Building
- e. Approval of Task Authorization No. 4 to Paul Culver Construction, Inc. for a new pavilion at City Center Sports Complex
- f. Approval of Standard Contract with Down to Earth Trucking, Inc. for demolition of the buildings at 3855, 3921, and 3925 Ridgewood Avenue
7. Request for Additional Set-Up and Take-Down Days for the Home Depot Christmas Tree Sale Minor Special Event
8. Request for Additional Set-Up and Take-Down Days for the Lowe's Christmas Tree Sale Minor Special Event
9. Approval and Ratification of the National Association of Government Employees (NAGE) Collective Bargaining Agreement
10. Approval and Ratification of the International Association of Firefighters (IAFF) Collective Bargaining Agreement
11. Approval of Memorandum of Understanding (MOU), Article 16, with the International Union of Police Associations (IUPA)
12. Approval of Memorandum of Understanding (MOU), Article 15, with the Coastal Florida Police Benevolent Association Lieutenants (PBA LTs)
13. Approval for Reinstatement of Years of Service for Suzette Cameron and Katie Sawicki
14. Approval of a Partial Release of Tree Conservation Easement for 4629 Clyde Morris Boulevard

Motion to pull item 14 - Approval of a Partial Release of Tree Conservation Easement for 4629 Clyde Morris Boulevard for further discussion was made by Councilman Lance Green and Seconded by Councilman Shawn Goepfert. Motion carried unanimously by voice vote.

Motion to approve item 14 Approval of a Partial Release of Tree Conservation Easement for 4629 Clyde Morris Boulevard was made by Councilman Lance Green and Seconded by Councilman Shawn Goepfert.

Tim Burman, Community Development Director, provided clarification and further details on this item and answered Council members' questions.

Property owners Michael and Chris Saljinin, provided details of the property, the issues they face due to the existing vines and invasive trees, and answered Council members' questions.

Council members expressed their appreciation for Mr. Saljinin's business as well as their concerns regarding the request for a partial release of the conservation easement.

Councilman Lance Green rescinded his motion to approve item 14 Approval of a Partial Release of Tree Conservation Easement for 4629 Clyde Morris Boulevard and Councilman Shawn Geopfert rescinded his second.

Motion to table item 14, pending further information, was made by Councilman Jonathan Foley and seconded by Vice Mayor Grubbs.

Councilman Green asked Mr. Burman for further information on the item.

Councilman Geopfert expressed his concerns about the motion.

Motion carried (4-1) by roll call vote with Councilman Shawn Geopfert voting no.

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

RECOGNITION AND PROCLAMATIONS

15. Constitution Week Proclamation

Mayor Stiltner read the Proclamation for Constitution Week.

16. National Service Dog Month Proclamation

Mayor Stiltner read the Proclamation for National Service Dog Month.

17. Childhood Cancer Month Proclamation

Mayor Stiltner read the Proclamation for Childhood Cancer Month.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

City Manager Wayne Clark provided a brief update on the recent rain event and answered Council members' questions.

Councilman Lance Green discussed stormwater projects that are nearly shovel-ready.

Councilman Jonathan Foley raised a question regarding the lining of corrugated pipes, specifically asking whether this process affects the volume of water the pipes can handle. Mr. Clark advised the lining process does not affect the volume.

Vice Mayor Grubbs reminded everyone of the ditches and canals the City is responsible for maintaining, noting that the maintenance of others falls under the jurisdiction of different agencies. He also commented on the timeframe it takes, as well as funding needed for current projects and acknowledged the public's frustration.

Mayor Stiltner requested an update from Mr. Clark on the Beacon Woods/Jackson Street area project. Mr. Clark and Junos Reed, City Engineer, provided details about the project and responded to questions from Council members.

Councilman Goepfert shared his concerns about the maintenance of County canals and addressed the spread of misinformation. He encouraged residents to direct others to accurate resources, particularly the information available on the City's website.

Mayor Stiltner asked for clarification regarding the pumps at Cambridge, and Mr. Reed explained how the pumping system operates. Additionally, the Mayor discussed the stormwater master plan, funding for related projects, highlighted the stormwater page on the City's website and thanked the residents who reached out to the legislature regarding flooding and the need for funding.

Residents expressed their appreciation for the increased communication from City Council and staff as well as staff's hard work and dedication during the recent storms. While they are appreciative of the long-term plans in place, and in the works, they also shared their concerns on flooding and inquired about short-term plans.

Kristen Johansson, representing the Board of Directors, provided an update on the Port Orange/South Daytona Chamber of Commerce. She highlighted upcoming events, including the "Develop U" session scheduled for this Thursday and an appreciation dinner planned for next Wednesday. She also expressed gratitude to the City staff for all their hard work and support.

COMMENTS AND ADDITIONAL ITEMS

18. Council Members

Councilman Green reminded residents about school zone speed limits, emphasizing where those limits begin.

Councilman Goepfert commented on flooding and encouraged residents to reach out to their legislature to let them know there is a need for funding of these City projects.

Vice Mayor Grubbs thanked residents for attending and speaking at the meeting and discussed both long-term solutions and funding challenges. He highlighted topics such

as TPO involvement, sidewalk gap funding, and the lengthy timelines these types of projects require. He also mentioned two upcoming events: a 22-mile walk at Riverwalk Park this Saturday to raise awareness for veterans' and first responders' mental health and suicide prevention, and a community gathering at White Place Park to gather input on its future redesign.

Councilman Foley expressed appreciation to the residents who spoke and thanked them for their kind words toward City staff. He clarified, in response to a public comment, that the lift station in Beacon Woods is a sewer lift station, not related to stormwater. Regarding the consent agenda, Councilman Foley expressed gratitude for staff's efforts on the union contracts and expressed his appreciation to everyone while reflecting on the significance of 9/11, a day that reveals the best in the community.

Mayor Stiltner shared that he was one of the speakers at the local 9/11 event held at Halifax Hospice. He noted that County Council members reached out following the recent rain event to offer assistance, in which he expressed his appreciation. Mayor Stiltner also expressed his appreciation to City employees for their continued hard work and dedication.

19. City Attorney

a. Support for Legislative Amendment to SB 180

City Attorney Matt Jones advised the Volusia County Council requested a letter of support from the City in making amendments to Senate Bill 180, and provided an update as to the City's intent to support the amendments.

Motion to have Mayor Scott Stiltner sign the letter of support was made by Councilman Jonathan Foley and Seconded Vice Mayor Tracy Grubbs. Motion carried unanimously by voice vote.

20. City Manager

There was nothing further.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

21. Citizen Advisory Committee for TPO

Bobby Ball, CAC for the TPO, provided the Citizen Advisory Committee's report.

22. Police Pension Board 5th Member Re-appointment - Lt. Warren Carman

Mayor Stiltner advised this re-appointment is an administrative duty.

Lt. Carmen provided an update on the Police Pension.

Motion to approve the 5th member re-appointment of Lt. Warren Carmen to the Police Pension Board was made by Councilman Jonathan Foley and Seconded by Vice Mayor Tracy Grubbs. Motion carried unanimously by voice vote.

COUNCIL COMMITTEE REPORTS

23. City Council Committee Reports

a. General Employees' Pension Board - Mayor Scott Stiltner

Mayor Stiltner provided a report on the General Employee's Pension Board's quarterly meeting.

b. Roundtable of Elected Officials - Mayor Scott Stiltner

Mayor Stiltner provided a report from the Roundtable of Elected Officials meeting.

c. Arthaus - Vice Mayor Tracy Grubbs

Vice Mayor Grubbs provided an update on ArtHaus and noted their upcoming events.

d. First Step Shelter - Councilman Shawn Goepfert

Councilman Goepfert provided a report on the First Step Shelter, noting their celebration for placing 1,000 residents.

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

Councilman Goepfert provided a report on the Port Orange/South Daytona Chamber of Commerce.

ADJOURNMENT - 8:51 p.m.

Mayor Scott Stiltner

Attest:

Robin Fenwick, MMC
City Clerk

SPECIAL CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 17, 2025

THE SPECIAL CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Scott Stiltner at 5:30 p.m.

OPENING

Silent Invocation

Pledge of Allegiance

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

DISCUSSION / ACTION

4. Discussion on Final City Millage and Final City Budget for FY 2025-2026

Mayor Scott Stiltner announced the following;

The public hearing is now convened to discuss the final millage rate and budget. The Fiscal Year (FY) 2026 Budget commences on October 1, 2025, and continues through September 30, 2026. The City of Port Orange is the taxing authority and the current year taxable value for operating purposes is \$5,857,514,423. We will begin with council discussion of the final millage necessary to fund the FY2026 final budget for the City of Port Orange.

The tentative millage rate and proposed final millage rate is 4.9750 mills per \$1,000 of valuation which represents a 4.10% increase in ad valorem tax revenues above the rolled-back rate of 4.7790.

In addition to the foregoing final millage levy, there is a voter-approved millage levy of 0.1623 mills necessary to fund the debt service payments on the 2006 general obligation bonds for public safety capital facilities which were refunded in 2016.

City Manager Wayne Clark provided details on the final millage rate. There were no

comments from Council members or the public.

5. Resolution No. 25-44 - Adopting the Final Millage Rate for FY 2025-2026

Motion to approve Resolution No. 25-44 adopting the City of Port Orange FY2026 final millage rate of 4.9750 mills per \$1,000 of valuation was made by Vice Mayor Tracy Grubbs and Seconded by Councilman Shawn Goepfert. Motion carried (4-1) with Councilman Jonathan Foley voting no.

6. Resolution No. 25-45 - Adopting the Final Budget for FY 2025-2026

Motion to approve Resolution No. 25-45 adopting the City of Port Orange FY2026 final budget was made by Vice Mayor Tracy Grubbs and Seconded by Councilman Shawn Goepfert. Motion carried (4-1) with Councilman Jonathan Foley voting no.

ADJOURNMENT - 5:38 p.m.

Mayor Scott Stiltner

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/7/2025

SUBJECT: (B7) Approval of Major Special Event Request for Biketoberfest 2025 for The Turn, Inc. at 5164, 5204, 5218, and 5236 South Ridgewood Avenue

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the four (4) day Biketoberfest Major Special Event request for The Turn Inc., located at 5164, 5204, 5218 and 5236 South Ridgewood Avenue, subject to attached conditions.

SUMMARY: Zach Wulff, owner/operator of The Turn, Inc., requests approval for a Special Event to be held during Biketoberfest 2025 at 5164, 5204, 5218, and 5236 South Ridgewood Avenue (see Location Map below). The proposed event is planned for Thursday, October 16, to Sunday, October 19. The proposed hours for the event are 11:00 a.m. to 10:00 p.m., with outdoor music playing until 10:00 p.m. Normal indoor hours of operation (11:00 a.m. until 2:00 a.m.) of The Turn will continue during the event.

The dates of Biketoberfest as recognized by the Daytona Regional Chamber of Commerce, are Thursday, October 16, through Sunday, October 19, the same as the proposed special event dates. This will be the second Special Event at this location in 2025. During Bike Week 2025, no noise complaints were made to the Police Department.

Activities for this event are intended to attract those visiting the area for Biketoberfest 2025. No vendors have been requested. The event will provide 4-6 port-o-let facilities, as well as the restrooms inside the business. Setup of the event will occur 72 hours prior to the event, and takedown of the event will occur within 72 hours after the event. The southbound outside lane of Ridgewood Avenue will **not** be closed as part of this Special Event.

All noise from music and vendors during hours of the Special Event and normal operation, whether indoor or outdoor, shall not exceed the sound level limits established in the Code of Ordinances. Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describes the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. The Turn shall take care of the placement of speakers for amplified music by adjusting them away from residential areas. A warning may be issued, and if not corrected or the violation recurs, the special event may be terminated.

All previous noise violations will be considered before permitting future events.

Staff from Police, Fire, Public Works, Parks and Recreation, Code Enforcement, and Community Development have reviewed the proposed event. According to Code Enforcement, there are no current code violations on the site at this time. The applicant is not requesting assistance from the Police Department or Public Works Department.



Location map of The Turn Inc. at 5164, 5204, 5218, and 5236 South Ridgewood Avenue

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	The Turn - Biketoberfest 2025 Special Event Conditions	The Turn - Biketoberfest 2025 Special Event Conditions.docx
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Penelope Cruz	Created/Initiated - 08/26/2025
Tim Burman	Approved - 09/03/2025
Manuel Marino	Approved - 09/12/2025
Shannon Balmer	Approved - 09/22/2025
Wayne Clark	Final Approval - 09/26/2025

The following conditions apply to the Major Special Event for The Turn for Biketoberfest 2025.

1. The subject Major Special Event is for October 16th through October 19, 2025.
2. Applicant shall be responsible for any charges for City of Port Orange Police services related to this event and coordinate with the Police Department for all vehicular traffic patterns and pedestrian concerns. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of the event coordinator at the rate of \$62.00 per hour with a minimum of three hours.
3. No Parking along shoulder of the roadway.
4. Applicant shall be responsible for coordination with the City of Port Orange Public Works Department for Public Works services and all charges for equipment (barricades, lights, etc.) used for this event for traffic control.
5. Rates for this event for staff time and equipment are per Resolution 19-2.
6. In accordance with the application submitted and approved by City Council, the hours for the event shall be from 11:00 a.m. to 10:00 p.m., with outside music ending at 10:00 pm. Normal operations for The Turn will continue for the duration of the event. Alcohol shall not be served indoors or outdoors past 2:00 a.m., as required by *Port Orange Code of Ordinances*.
7. Chapter 42, Article IV. Noise Regulations, Section 42-83. Noise Restrictions in an Entertainment District, of the City of Port Orange Code of Ordinances, describe the acceptable sound level limit dBA for the subject property located within the Ridgewood/Commonwealth Entertainment District. Sound or noise projecting from an entertainment district into a residential district located outside the boundary of the entertainment district shall not exceed the limits set forth for the residential district as set forth in Section 42-80. It shall be the responsibility of the permit holder to monitor for noise violations. The event coordinator shall take care of the placement of speakers for amplified music by adjusting them away from residential areas. A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated, and noise violations from this event will be taken into account before permitting future events.

	Time	Sound level limit dBA Sunday - Wednesday	Sound level limit dBA Thursday – Saturday*
Ridgewood/Commonwealth Entertainment District	7:00 a.m.—11:00 p.m.	65	75
	11:00 p.m.—7:00 a.m.	55	55
Residential District	7:00 a.m.—10:00 p.m.	60	
	10:00 p.m.—7:00 a.m.	50	
*Applies to the day before a legal holiday, legal holidays or dates of public celebration declared by City Council. For example, if the 4 th of July is on a Monday, the sound level limit (dBA) on Sunday July 3 rd and Monday, July 4 th would follow the sound level limit dBA limitations for Thursday through Saturday.			

8. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11.1.2 (Tents)*. Tents shall be permitted only on a temporary basis.
 - Tents or canopies being used in association with this event shall comply with the requirements set forth in NFPA 101 Chapter 11.11 (Tents) Standards for Special Structures and High-Rise Buildings.
 - Tents or canopies cannot be erected more than seventy-two (72) hours prior to the event and must be removed within seventy-two (72) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.
9. If any outdoor lighting or other structural features are to be installed in association with this event, the event coordinator shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.
10. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.
11. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.
12. All outdoor cooking equipment involving liquefied petroleum gas and/or storage cylinders shall comply with NFPA #58 Liquefied Petroleum Gas Code and be approved by the Fire Marshal.
13. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of the event coordinator to maintain access for emergency vehicles.
14. The event coordinator will be providing 4-6 port-o-let facilities during the event. *A minimum of five percent (5%) of the portable toilets, but no less than one (1) for each sex, shall comply with Section 603 of FBCA as required per Section 213.2 FBCA for handicapped-accessible facilities.*
15. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.
16. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
17. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.
18. A temporary sign permit shall be required for signage for this event.
19. No trees shall be removed, and care shall be taken to protect landscaped areas.

20. The event coordinator shall schedule an inspection online at <https://www.port-orange.org/570/How-to-Schedule-an-Inspection> for any fences or tents larger than 10x10 prior to first day of the event.
21. Repair of any disturbance of public right-of-way shall be the sole responsibility of the event coordinator.
22. The event coordinator shall schedule an inspection online at <https://www.port-orange.org/570/How-to-Schedule-an-Inspection> to ensure all items associated with the event have been removed to include all debris, signs/banners and tents within 72 hours after the event ends.
23. The event coordinator shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
24. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.
25. No vendor permits request.

Applicant (Print Name)

Applicant Signature



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/7/2025

SUBJECT: (B8) Approval of Major Special Event Request for Biketoberfest 2025 for The Doghouse Bar and Grill at 3400 S. Nova Road

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the four (4) day Biketoberfest Major Special Event request for The Doghouse Bar and Grill, located at 3400 S. Nova Road, subject to the attached conditions.

SUMMARY: Dean Marshlack, owner/operator of The Doghouse Bar and Grill, requests approval of a Special Event to be held during Biketoberfest 2025 at 3400 S. Nova Road (see Location Map below). The proposed event is planned for Thursday, October 16, through Sunday, October 19. The proposed hours for the event are 11:00 a.m. to 10:00 p.m. daily, with outdoor music playing until 10:00 p.m. Normal indoor hours of operation (11:00 a.m. until 2:00 a.m.) of The Doghouse Bar and Grill will continue during the event.

The dates of Biketoberfest 2025 as recognized by the Daytona Regional Chamber of Commerce are Thursday, October 16 to Sunday, October 19, the same as the proposed special event dates. This will be the second Special Event at this location in 2025. During Bike Week 2025, two noise complaints were made to the Police Department. According to the Police Department, the applicant for the event worked with the police to resolve the noise issue.

Activities for this event are intended to attract those visiting the area for Biketoberfest 2025. There will be 11 vendors at this event. Setup of the event will occur 72 hours prior to the event and take down of the event within 72 hours after the event. There will be six (6) port-o-let facilities for the event, as well as the restrooms inside the business.

All noise from music and vendors during hours of the Special Event and normal operation, whether indoor or outdoor, shall not exceed the sound level limits established in the Code of Ordinances. Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. The Doghouse Bar and Grill shall take care of the placement of speakers for amplified music by adjusting them away from residential areas. A warning may be issued, and if not corrected or the violation recurs, the special event may be terminated. All previous noise violations will be considered before

permitting future events.

Staff from Police, Fire, Public Works, Parks and Recreation, Code Enforcement, and Community Development have reviewed the proposed event. According to Code Enforcement, there are no current code violations on the site at this time. The applicant for this event is not requesting assistance from the Police Department or Public Works Department.



Location map for The Doghouse Bar and Grill at 3400 S. Nova Road

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	The Doghouse Bar and Grill - Biktoberfest 2025 Special Event Conditions	The Doghouse Bar and Grill - Biktoberfest 2025 Special Event Conditions.docx
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Penelope Cruz
Tim Burman
Manuel Marino
Shannon Balmer
Wayne Clark

Created/Initiated - 08/28/2025
Approved - 09/03/2025
Approved - 09/12/2025
Approved - 09/22/2025
Final Approval - 09/26/2025

The following conditions apply to the Major Special Event for Doghouse Bar and Grill for Biktoberfest 2025.

1. The subject Major Special Event is for October 16th through October 19th, 2025.
2. Applicant shall be responsible for any charges for City of Port Orange Police services related to this event and coordinate with the Police Department for all vehicular traffic patterns and pedestrian concerns. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of the event coordinator at the rate of \$62.00 per hour with a minimum of three hours.
3. Applicant shall be responsible for coordination with the City of Port Orange Public Works Department for Public Works services and all charges for equipment (barricades, lights, etc.) used for this event for traffic control.
4. Rates for this event for staff time and equipment are per Resolution 19-2.
5. In accordance with the application submitted and approved by City Council, the hours for outdoor music and vendors at this event is from 11:00 a.m. until 10:00 p.m. Normal indoor hours of operations (11:00 a.m. until 2:00 a.m.) of The Doghouse Bar and Grill will continue during the event. Alcohol shall not be served indoors or outdoors past 2:00 a.m., as required by *Port Orange Code of Ordinances*.
6. Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. The Doghouse Bar and Grill shall take care of the placement of speakers for amplified music by adjusting them away from residential areas. Sound or noise projecting from one use district into another use district with a different noise level limit shall not exceed the limits of the district into which the noise is projected. A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated, and noise violations from this event will be taken into account before permitting future events.

Use occupancy category	Time	Sound level limit dBA
Residential	7:00 a.m.—10:00 p.m.	60
	10:00 p.m.—7:00 a.m.	50
Commercial or business	7:00 a.m.—10:00 p.m.	65
	10:00 p.m.—7:00 a.m.	55
Manufacturing, industrial or agriculture	All times	75
Noise sensitive zone	All times	55

7. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11.1.2 (Tents)*. Tents shall be permitted only on a temporary basis.
 - Tents or canopies being used in association with this event shall comply with the requirements set forth in NFPA 101 Chapter 11.11 (Tents) Standards for Special Structures and High-Rise Buildings.
 - Tents or canopies cannot be erected more than seventy-two (72) hours prior to the event and must be removed within seventy-two (72) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.

8. If any outdoor lighting or other structural features are to be installed in association with this event, the event coordinator shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.
9. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.
10. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.
11. All outdoor cooking equipment involving liquefied petroleum gas and/or storage cylinders shall comply with *NFPA #58 Liquefied Petroleum Gas Code* and be approved by the Fire Marshal.
12. No more than the requested four (11) vendors shall be on this site. The event coordinator shall be responsible for all participating vendors with respect to any permit conditions or compliance with applicable state, county and city laws, rules, regulations, codes and ordinances. Therefore, the event coordinator must screen all participating vendors to ensure compliance with but not limited to the following:
 - a. Noise ordinance referenced in condition #6 above.
 - b. *Article VI, Chapter 18, Port Orange Code of Ordinances*, relating to peddlers and transient merchants.
 - b. Temporary event permits issued by the Department of Business and Professional Regulation, Division of Hotels and Restaurants for all food vendors.
 - c. Required liquor license for a temporary event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco.
 - d. Provisions and Standards of the City's *Body Art Ordinance*.
 - e. Provisions and Standards of the City's *Sexually Oriented Businesses Code*.
 - f. *Special Event Fee Resolution* establishing Temporary Merchant Fee.
13. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of the event coordinator to maintain access for emergency vehicles.
14. The event coordinator will be providing restrooms located inside the business in addition to providing 6 port-o-let facilities during the event. *A minimum of five percent (5%) of the portable toilets, but no less than one (1) for each sex, shall comply with Section 603 of FBCA as required per Section 213.2 FBCA for handicapped-accessible facilities.*
15. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.
16. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
17. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.

18. A temporary sign permit shall be required for signage for this event.
19. No trees shall be removed, and care shall be taken to protect landscaped areas.
20. The event coordinator shall schedule an inspection online at <https://www.port-orange.org/570/How-to-Schedule-an-Inspection> for any fences or tents larger than 10x10 prior to first day of the event.
21. Repair of any disturbance of public right-of-way shall be the sole responsibility of the event coordinator.
22. The event coordinator shall schedule an inspection online at <https://www.port-orange.org/570/How-to-Schedule-an-Inspection> to ensure all items associated with the event have been removed to include all debris, signs/banners and tents within 72 hours after the event ends.
23. The event coordinator shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
24. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.

Applicant (Print Name)

Applicant Signature



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/7/2025

SUBJECT: (B9) Approval of Relocation and Reconstruction Agreement with Lamar Outdoor Advertising

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the Relocation and Reconstruction Agreement with Lamar Outdoor Advertising, subject to the approval of Ordinance No. 2025-19, and authorizing the Mayor and City Clerk to execute the Agreement

SUMMARY: In accordance with Chapter 15 of the City's Land Development Code (LDC), Lamar Outdoor Advertising is requesting approval of a Relocation and Reconstruction Agreement to allow for the reconstruction of existing billboard structures along I-95 and Ridgewood Avenue. The request proposes replacing traditional billboard sign faces with digital sign faces in exchange for the permanent removal of other existing billboard sign faces throughout Port Orange. The purpose of this agreement is to reduce the overall number of billboard sign faces within the city.

If approved, the Relocation and Reconstruction Agreement would authorize the following changes:

- At 5889 S. Williamson Boulevard, the existing structure, which currently contains one static sign face, will be removed and replaced with a new structure containing one digital sign face. In exchange, two existing sign faces will be permanently removed, one from the same parcel (5889 S. Williamson Boulevard) and another from 4901 S. Williamson Boulevard.
- At 5865 Ridgewood Avenue, the existing structure, which currently contains four static sign faces, will be removed. In exchange, the existing structure will be replaced with a new billboard containing two digital sign faces, along with landscaping around the base of the structure. The installation, ongoing maintenance, and any necessary replacement of the landscaping will be the responsibility of Lamar Outdoor Advertising.

Lamar Outdoor Advertising will be required to obtain the necessary building permits for the removal of the designated billboard sign faces and support structures, as well as for the reconstruction of the new digital billboards. All reconstructed structures and digital sign components must comply with the Land Development Code (LDC) and the Florida Building Code (FBC).

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Relocation and Reconstruction Agreement w exhibit	Relocation and Reconstruction Agreement w exhibit .pdf
2.	Exhibit A - Billboard at southbound I-95 at the I-95 southbound on-ramp	Exhibit A - Billboard at southbound I-95 at the I-95 southbound on-ramp.docx
3.	Exhibit B - Billboard at Ridgewood Ave./Nova Rd.	Exhibit B - Ridgewood Ave Billboard.docx

Tim Burman
Tim Burman
Shannon Balmer
Wayne Clark

Created/Initiated - 01/17/2025
Approved - 09/15/2025
Approved - 10/01/2025
Final Approval - 10/01/2025

BILLBOARD RELOCATION AND RECONSTRUCTION AGREEMENT

THIS RELOCATION AND RECONSTRUCTION AGREEMENT (this "**Agreement**") is made and entered into as of this ____ day of _____ 2025 (the "**Effective Date**"), by and between the City of Port Orange, Florida, a municipal corporation whose address is 1000 City Center Circle, Port Orange, FL 32129 (the "**City**"), and Lamar Company, L.L.C., whose address is 5321 Corporate Blvd., Baton Rouge, LA 70808 ("**the Billboard Owner**").

RECITALS:

WHEREAS, the Land Development Code of the City of Port Orange, Florida (the "**City LDC**") Chapter 15, Entitled "Signs" (the "**Sign Code**"), regulates the use and operation of signs throughout City; and

WHEREAS, in an effort to reduce the number of legally existing nonconforming signs located within the City, Section 14(f) of the Sign Code allows a legally existing nonconforming billboard static sign face to be reconstructed with a digital sign face in exchange for removing a minimum of two legally existing nonconforming billboard sign faces located within the City of Port Orange, pursuant to the authority set forth in Section 70.20, Florida Statutes and the City LDC, subject to a reconstruction agreement containing all of the requirements set forth in Section 14(f) of the Sign Code ("**Reconstruction Program**"); and

WHEREAS, the City has been authorized by the Florida Legislature, pursuant to Section 70.20, Florida Statutes to enter into "relocation and reconstruction agreements" that allow governmental entities to undertake public goals without the expenditure of public funds while allowing the continued maintenance of private investment and signage as a medium of commercial and non-commercial communication and authorizes such "relocation and reconstruction" of billboards by agreement, ordinance, or resolution; and

WHEREAS, the Reconstruction Program is intended to be supplemental to state law, including Section 70.20, Florida Statutes, and to be construed to complement and be reconciled with state law, where possible; and

WHEREAS, the Billboard Owner currently owns and operates, with the appropriate Florida Department of Transportation ("FDOT") and City permits, numerous existing, nonconforming billboard signs throughout the City since before the enactment of the Sign Code; and

WHEREAS, the Billboard Owner is the owner of the legally existing, nonconforming four (4) billboard sign faces located at the intersection of Ridgewood Avenue and Nova Road on Parcel No. 6314-03-14-0080, along with the one (1) billboard sign face located along Interstate 95 near the Dunlawton Avenue and Taylor Road interchange on Parcel No. 6319-00-00-0053, and one (1) billboard sign face located along Interstate-95 northbound on Parcel No. 6212-00-00-0021 (collectively, the "**Existing Billboards**"), all within the jurisdiction of the City; and

WHEREAS, Billboard Owner desires to remove the six (6) Existing Billboard sign faces in exchange for the Billboard Owner's right to install, reconstruct, and operate three (3) replacement digital (LED) billboard sign faces along with the requisite supporting sign structures in locations along Interstate 95 and Ridgewood Avenue in accordance with the terms of this Agreement (the "**Replacement Billboards**") and pursuant to the Reconstruction Program and Section 70.20, Florida

Statutes. For further clarification, the term Replacement Billboards is defined herein to expressly include the three digital (LED) sign faces and the requisite supporting sign structures to be constructed in the locations shown in Exhibit "A" and pursuant to this Agreement; and

WHEREAS, the City has determined that it is a good public purpose to reduce or eliminate nonconformities; and

WHEREAS, Section 70.20, Florida Statutes, expressly authorizes and encourages voluntary agreements of this type by empowering the City and the owners of billboards to enter into relocation and reconstruction agreements, on mutually agreeable terms, that allow the City to accomplish its public purpose while allowing the continued maintenance of private investment in outdoor advertising signs as a medium of commercial and non-commercial communication; and

WHEREAS, the City desires to allow the Billboard Owner to remove the Takedown Billboards, defined hereinbelow, and construct the Replacement Billboards in furtherance of the described public purpose and pursuant to the Reconstruction Program and Section 70.20, Florida Statutes; and

WHEREAS, to further implement the provisions of Section 70.20, Florida Statutes, and the Reconstruction Program, the City and Billboard Owner desire to provide the terms and conditions under which the Billboard Owner will be permitted to remove the Takedown Signs and to install, construct and operate the Replacement Billboards; and

WHEREAS, the City finds that the provisions of this Agreement are in the public interest.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Billboard Owner agree as follows:

1. **Incorporation of Recitals.** The above recitals are true and correct and are incorporated into and made part of this Agreement.
2. **Waiver of Just Compensation.** In consideration of the rights granted, the Billboard Owner hereby expressly waives any right to receive from the City just compensation for the removal of the billboard sign faces and supporting sign structures associated with the Takedown Billboards identified in **Exhibit "A"** whether such claim for just compensation is predicated on Sections 70.001, 70.20(9), 479.15(2) or 479.24, Florida Statutes.
3. **70.20 Replacement Digital Billboard/ Voluntary Removal of Takedown Billboards.**

3.1 Contemporaneously with the submission of the Billboard Owner's permit applications to the City for installation, construction and operation of the Replacement Billboards, the Billboard Owner shall also apply for demolition permits to remove the Existing Billboard sign faces, described as takedown billboards in **Exhibit "A"** which consist of six (6) externally illuminated static sign faces (collectively the "**Takedown Billboards**"), in accordance with the provisions of **Section 3.2** hereof, which applications the City shall consider for approval within thirty (30) days after submission of complete permit applications for same. Notwithstanding anything to the contrary, and in consideration for the Billboard Owner's removal of the Takedown Billboards, the Billboard Owner shall be permitted to relocate and/or reconstruct the Replacement Billboards within the same general locations and on the same property as the respective Takedown

Billboards, and described as the LED locations in **Exhibit "A"** hereto (the "**Designated Location**) (**Collectively, "Takedown, Relocation and Reconstruction Plan"**). Billboard Owner acknowledges and agrees that at the time of submission of permit applications for the installation, construction, and operation of the Replacement Billboards, said permits shall be required to comply with the then current federal and state laws, and City Ordinances. If the Billboard Owner is unable to obtain all necessary permits and approvals for the construction, maintenance and operation of the Replacement Billboards, the Billboard Owner shall be relieved of any and all obligations under this Agreement to remove the Takedown Billboards and shall have the right to terminate this Agreement upon thirty (30) day's written notice to the City.

3.2 Within fifteen (15) days after the Billboard Owner's receipt of all necessary final governmental approvals, authorizations and permits required from the City and FDOT for the construction, installation and operation of the Replacement Billboards (the "**Governmental Approvals**"), the Billboard Owner shall, at its sole cost and expense, permanently and voluntarily remove (if not already theretofore removed) the sign faces and sign structures comprising the Takedown Billboards identified in **Exhibit "A"** in exchange for reconstruction of the Replacement Billboards.

3.3 In furtherance of the overall objectives of this Agreement and pursuant to Florida Statutes §70.20 and the Reconstruction Program and the objectives set forth in each of them, the City has agreed to permit the relocation and reconstruction of the Replacement Billboards at the Designated Locations identified in **Exhibit "A"** for the purposes of erecting, installing and maintaining three digital (LED) sign faces and supporting digital sign structures (collectively defined as "**Digital Sign Faces**"), subject to the following:

- A. A reconstructed sign can only be located on property that abuts Ridgewood Avenue or the I-95 right-of-way, or is within the I-95 right-of-way. A reconstructed sign cannot be located on property within a residential zoning district.
- B. The sign face for the Replacement Billboards shall not exceed the square footage of the largest sign face removed as part of this Agreement.
- C. Structural components surrounding the reconstructed sign face shall not exceed a size of ten percent of the sign face.
- D. The reconstructed sign face with digital change copy, shall not be less than eight-second intervals, and the maximum transition time between messages shall not exceed one second.
- E. The digital reconstructed sign face shall provide a high-resolution picture quality with pixel spacing of 20 millimeters or less. Messages shall not display any illumination that moves, appears to move, flashes, scrolls, or changes in intensity during the static display period, but static graphic pictures may be displayed with no limitations on color. Messages shall not operate at a brightness level of more than 5,000 foot-candles during the day and 500 foot-candles from dusk to dawn. Each digital sign shall have a light-sensing device to adjust the brightness of the sign face as ambient light conditions change. A malfunctioning sign face must be turned off or display a blank screen.
- F. The tallest portion of the reconstructed sign, including appurtenances, shall not exceed the current height of the sign on the same property and same location as the sign being removed.
- G. All new utilities to the reconstructed sign shall be undergrounded.
- H. In accordance with Chapter 13, Section 5(a)(2)(b), Land Development Code of the City of Port Orange, Florida, Billboard Owner shall provide a landscape and irrigation plan for the sign to be located along Ridgewood Avenue designed to beautify and enhance the appearance of the reconstructed sign and the requisite supporting sign structure as well as screen the monopole and other supporting sign structures, contemplating the installation of podocarpus hedges along the signage areas. Billboard Owner shall maintain said plan in compliance with the City LDC.

3.4 The Billboard Owner shall make the Replacement Billboards available for the dissemination of public service information as follows: (1) during times of declared weather emergencies affecting the City, Billboard Owner will make the Replacement Billboards available for the sole and limited purpose of communicating emergency information to the City's citizens and the traveling public, in accordance with the terms and conditions of the emergency alert notification program (the "**Emergency Notification Program**") adopted by the Florida Outdoor Advertising Association (the "**FOAA**") and the Florida Division of Emergency Management (the "**FDEM**"); (2) the Billboard Owner shall make the Replacement Billboards available for the display of "amber alerts" issued by the Florida Department of Law Enforcement (the "**FDLE**"), when it is determined, pursuant to guidelines and procedures already in place between the FDLE and the outdoor advertising industry to identify appropriate situations, duration and sign location, that display of the "amber alert" on the Replacement Billboards would provide information to the traveling public that could be instrumental in assisting authorities in resolving an abduction; and (3) during times of declared emergencies by the Volusia County Emergency Management Division affecting the City's citizens and traveling public.

3.5 The Billboard Owner agrees not to permit advertising that promotes adult entertainment (i.e. containing or relating to nudity, sexual activity or pornography) uses on the Replacement Billboards.

4. **Indemnity and Hold Harmless.** This Agreement contemplates the removal of existing billboard signs in exchange for the Billboard Owner's right to erect, install, operate, and maintain Replacement Billboards in accordance with the terms and conditions set forth in this Agreement as well the applicable local, state, and federal laws. It is recognized that the Billboard Owner may have lease agreements with property owners (the "**Property Owners**") relating to such existing signs that the Billboard Owner is voluntarily obligating itself to remove under the terms of this Agreement. Consequently, the Billboard Owner agrees to indemnify the City from any lawsuit, and shall defend with counsel designated by the Billboard Owner and reasonably acceptable to the City, and hold the City harmless against any claim asserted by an affected Property Owner arising from the removal of the Takedown Billboards identified in Exhibit "A" hereto that are removed after the date of this Agreement. In the event of litigation or an administrative proceeding concerning the validity or enforceability of the Relocation and Reconstruction Agreement or the enabling City Ordinance, the City shall be entitled to bring in the Billboard Owner as a party defendant in such a proceeding to defend or otherwise uphold the terms and conditions of this Relocation and Reconstruction Agreement.

5. **Assignments Binding Nature.** This Agreement will be binding upon and will inure to the benefit of and be enforceable by, the parties and their respective legal representatives, successors, or permitted assigns. The Billboard Owner agrees not to assign, transfer or convey (collectively "assignment") any ownership in the Replacement Billboards unless the assignee shall execute an agreement to be bound by the terms and conditions of this Agreement.

6. **Governing Law/Jurisdiction/Venue.** This Agreement shall be construed and controlled by the laws of the State of Florida, and the parties further consent to jurisdiction, if available, and venue in the federal district courts sitting in Volusia County, Florida. If, and only if, the federal district court lacks jurisdiction, the parties' consent to jurisdiction and venue in the state circuit court in Volusia County, Florida. The Billboard Owner waives all defenses of lack of personal jurisdiction *and forum non conveniens*. Process may be served on either party in the manner authorized by applicable law or court rule. THE PARTIES EACH HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY DISPUTES RELATING TO OR ARISING OUT OF

THIS AGREEMENT.

7. **Default.** In the event any party is in default of any provision hereof, the non-defaulting party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting party or parties written notice of same pursuant to this Agreement. The defaulting party or parties shall have fifteen (15) business days from the receipt of such notice to cure the default or, if the default cannot be cured within 15 business days, to commence and diligently pursue a cure. If the defaulting party or parties timely cure the default, the default shall be deemed waived, and this Agreement shall continue in full force and effect. If the defaulting party or parties do not timely cure such default, the non-defaulting party or parties shall be entitled to pursue its/their remedies available at law or equity.

In the event that Billboard Owner defaults under this Agreement by failing to remove any of the Takedown Billboards as required hereunder, the parties expressly agree and stipulate that money damages would be inadequate to compensate the City for such default. Accordingly, in the event of such default Billboard Owner and the City stipulate and agree that the City shall be entitled to seek injunctive relief to secure Billboard Owner's compliance with its removal obligations provided herein.

8. **Future Billboard Regulations.**

a.) The Billboard Owner agrees to comply with and be bound by all federal and State of Florida laws, and Code of Ordinances, City of Port Orange, Florida ("City Ordinances"), as may be amended, and to operate the Replacement Billboards in accordance with the terms of this Relocation and Reconstruction Agreement.

b.) The City acknowledges and agrees that the billboards listed on **Exhibit "A"**, including the Replacement Billboards and Digital Sign Faces to be constructed pursuant to this Agreement, are legally nonconforming billboards under the City Code (the "**Legal Nonconforming Billboards**").

9. **Authority: Rights: Severability.** The parties agree and acknowledge:

9.1 This Agreement was negotiated and entered into by the City pursuant to the authority conferred upon it by law including Section 70.20, Fla. Statutes, which provides in part that:

"municipalities... are specifically empowered to enter into relocation and reconstruction agreements on whatever terms are agreeable to the sign owner and the municipality ... involved and to provide for relocation and reconstruction of signs by agreement, ordinance, or resolution."

Fla. Stat. § 70.20(1);

9.2 That the rights conferred upon the Billboard Owner under this Agreement are vested as of the Effective Date, and as such, any future sign regulation that may otherwise alter the terms of this Agreement, or diminish the Billboard Owner's rights with respect to maintaining and operating the Replacement Billboards and Digital Sign Faces, shall respect and preserve such vested rights. However, Billboard Owner acknowledges that any future repair or reconstruction of Replacement Billboards would be subject to the then current sign regulations and being subject to said regulations shall not be considered a breach or alteration of the vested rights conferred herein.

9.3 The parties covenant and agree that they will not initiate, pursue, assist, participate in (except to oppose or defend against) or in any way aid or support any action or proceeding of any type of nature challenging the constitutionality, legality, or enforceability of this Agreement, or having the effect of rendering this Agreement void or unenforceable, or that would negatively impact the validity or enforceability of this Agreement in any way. The foregoing shall not prevent any party from initiating or pursuing legal action based on the other party's default under this Agreement. In the event that any portion of this Agreement shall be held invalid, unenforceable or both resulting in the forced removal of the Replacement Sign, the parties shall be released from any further obligations under this Agreement and shall be returned to their respective positions as they existed just prior to the execution of this Agreement, including, but not limited to, Billboard Owner's right to re- erect the Existing Signs at its current location.

9.4 That, if any term or provision of this Agreement or the application of it to any person or circumstance is declared or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable as a result of a third-party challenge, then said provision shall be severed, and the remaining provisions shall remain in full force and effect. Notwithstanding any provision declared illegal, invalid, or unenforceable, this Agreement has valid purposes, which include *inter alia* facilitating the net reduction of billboard signs in the City in order to preserve and improve urban aesthetics and traffic safety while also properly balancing private property and commercial speech rights.

9.5 That nothing in this Agreement shall be read to impermissibly interfere with the lawful exercise of the City's police powers to protect the public from serious threats to health or safety; and

9.6 That this paragraph shall apply to all portions of this Agreement; and to the extent any language in this Agreement is deemed inconsistent or contrary to this paragraph, the language contained in this paragraph shall control.

10. **Modification.** This Agreement may only be modified or amended by the express, written consent of the parties to this Agreement, executed with the same formalities that this Agreement was executed. The Agreement shall remain unmodified and in full force and effect, and the parties hereby ratify their respective obligations hereunder.

11. **Entire Agreement.** The Agreement, and all Exhibits attached hereto, shall constitute the entire agreement among the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications.

12. **Representations and Warranties.** The Billboard Owner hereby represents and warrants that it: (a) is a corporation in good standing under the laws of the State of Delaware; (b) is duly authorized to transact businesses in the State of Florida; and (c) has taken all corporate actions necessary to authorize execution and performance of this Agreement. The City hereby represents and warrants that: (a) it is empowered to enter into this Agreement; and (b) this Agreement has been duly authorized by the Council of the City of Port Orange pursuant to the procedural requirements of Florida law.

13. **Agreement Running with the Billboard Owner.** This Agreement shall run with the Billboard Owners and the locations permitted hereunder, and shall be binding upon the parties hereto, their successors and assigns.

14. **No Third Party Beneficiaries.** It is expressly agreed and understood that there are no third parties intended to be benefited by this Agreement or any of the terms, provisions, rights or benefits conferred in this Agreement, and no private right of action is intended to be created by the Agreement in any third party.

15. **Miscellaneous Provisions.**

15.1 Notices. All notices, demands or other communications required, contemplated or required to be given to either party to another under this agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, to the following address:

City of Port Orange:

City of Port Orange
Attn: City Manager
1000 City Center Circle
Port Orange, Florida 32129

With a copy to:

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

Billboard Owner:

Cobb Cole Law Firm
Attn: Rob Merrell III
One Daytona Boulevard, Suite 600
Daytona Beach, FL 32114

With a copy to:

Lamar Company, L.L.C
Attn: Peter Costanza, GM
1140 N. Williamson Blvd., Ste. 100
Daytona Beach, FL 32114

15.2 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which constitute the same Agreement.

15.3 The headings contained herein are for the convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the effective date shown above.

WITNESSES:
(as to both)

CITY:

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

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

By: _____
Scott Stiltner, Mayor

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

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

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this ____ day of _____, 2025, by Scott Stiltner, as Mayor and Robin L Fenwick, as City Clerk, both of the City of Port Orange, Florida, who acknowledged that they are duly authorized to execute the foregoing on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who [] are personally known to me, or [] has produced _____ as identification.

Notary Public Signature

(SEAL)

Signature of person taking acknowledgment

Name, typed, printed or stamped

My Commission Expires: _____

BILLBOARD OWNER:

By: **Lamar Company, L.L.C.**,
a Louisiana limited liability company

By: **Lamar Media Corp.**, its sole managing
member

Signature: _____

Print Name: _____

Title: _____

WITNESSES:

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2025, by _____, _____ of Lamar Media Corp., as sole managing member of Lamar Company, L.L.C, who [] are personally known to me, or [] has produced _____ as identification.

Notary Public Signature

(SEAL)

Signature of person taking acknowledgment

Name, typed, printed or stamped

My Commission Expires: _____

EXHIBIT "A"
(7 pages)

TO BE REMOVED
Visible from I-95

Address:
4901 S. Williamson Blvd.
Parcel ID: 6212-000-0021



EXHIBIT "A" CONT.

TO BE REMOVED

**Address:
1415-5889 S. Williamson Blvd.
Parcel ID: 6319-00-00-0053**



EXHIBIT "A" CONT.

**REPLACED WITH
DIGITAL SIGN
Visible from I-95**

**Address:
1415-5889 S. Williamson Blvd.
Parcel ID: 6319-00-00-0053**



EXHIBIT "A" CONT.

TO BE REMOVED

**Address:
5865 Ridgewood Ave.
Parcel ID: 6314-03-14-0080**



EXHIBIT "A" CONT.

TO BE REMOVED

**Address:
5865 Ridgewood Ave.
Parcel ID: 6314-03-14-0080**



EXHIBIT "A" CONT.

**REPLACED WITH
DIGITAL SIGN**

**Address:
5865 Ridgewood Ave.
Parcel ID: 6314-03-14-0080**



EXHIBIT "A" CONT.

**REPLACED WITH
DIGITAL SIGN**

**Address:
5865 Ridgewood Ave.
Parcel ID: 6314-03-14-0080**



Exhibit A

Billboard static sign face to be **removed** on northbound I-95 before the Williamson Blvd. Bridge.



Billboard static sign face to be **removed** on southbound I-95 at the I-95 southbound on-ramp



Billboard with LED sign face to be **installed** on southbound I-95 at the I-95 southbound on-ramp



Exhibit B

Billboard with 2 static sign faces to be **removed** on northbound and southbound Ridgewood Avenue (US1).



Billboard with LED sign face to be **installed** on northbound and southbound Ridgewood Avenue (US1).





CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/7/2025

SUBJECT: (B10) Approval of Temporary License Agreement to Real Sub, LLC (Publix Super Market at Dunlawton Square) for Parking Lot Repairs

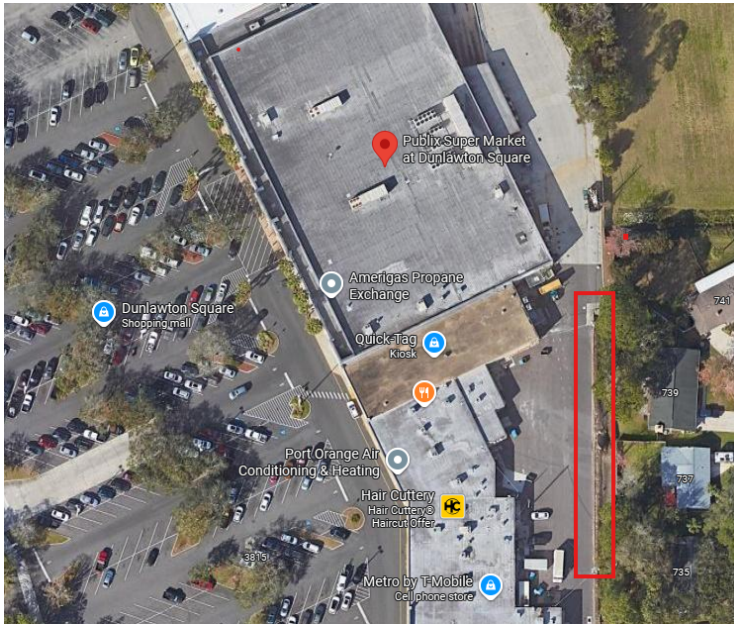
DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Temporary License Agreement with Real Sub, LLC for parking lot repairs and stormwater discharge improvements related to damages caused by Hurricanes Ian and Milton and authorize the Mayor and City Clerk to sign the necessary documents.

SUMMARY: Publix has requested a Temporary License Agreement from the City to perform necessary repairs to their parking lot located adjacent to the Sleepy Hollow neighborhood. The site located at 3821 S. Nova Road experienced damage due to excessive rainfall associated with Hurricanes Ian and Milton, which caused stormwater overflow from the parking lot into the City-maintained drainage ditch separating the Publix Plaza from Sleepy Hollow. This overflow resulted in erosion and structural damage to both the parking lot and the ditch. The proposed work includes restoration of the affected areas and installation of a concrete flume within the City's ditch to improve stormwater conveyance and reduce the risk of future flooding and infrastructure damage.

Approval of the Temporary License Agreement will allow Real Sub, LLC d/b/a Publix to proceed with the planned repairs and improvements, ensuring both site stabilization and improved stormwater management.



Location map of the Publix Plaza with the ditch outlined in red

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Temporary License Agreement w exhibit	Temporary License Agreement w exhibit.pdf
----	---------------------------------------	-------------------------------------------

Robin Fenwick
 Junos Reed
 Shannon Balmer
 Wayne Clark

Created/Initiated - 09/24/2025
 Approved - 09/24/2025
 Approved - 09/30/2025
 Final Approval - 09/30/2025

This Document Prepared by:
Shannon K. Balmer
Senior Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

TEMPORARY LICENSE AGREEMENT

THIS **TEMPORARY LICENSE AGREEMENT** ("Agreement") is made and entered into this day of _____, 2025, by and between the **City of Port Orange**, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); **Real Sub, LLC**, a Florida limited liability company, whose mailing address is P.O. BOX 407, LAKELAND, FL 33802-0407, ("Licensee").

PREMISES

WHEREAS, pursuant to the plat of Sleepy Hollow Subdivision, Unit II, of record in Plat or Map Book 34, Page 131, Public Records, Volusia County, Florida ("Sleepy Hollow Subdivision"), canals within the platted land are thereby dedicated to the perpetual use of the public; and

WHEREAS, the City is the public entity that holds the dedication of said canal for the benefit of the public; and

WHEREAS, the Licensee is the property owner of the real property located at 3821 Nova Road, Port Orange, Florida, identified as, Parcel No. 630900060010, said property abuts the northwest boundary of Sleepy Hollow Subdivision; and

WHEREAS, Licensee desires to obtain from Licensor a license or permission to enter upon a portion of the canal within the Sleepy Hollow Subdivision for the purpose of repair and reconstruction related to Licensee's existing parking lot improvements with additional stormwater improvements; and

WHEREAS, the Parties hereby warrant to each other that each has full power and authority to enter into this License Agreement.

WITNESSETH

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, receipt of which is hereby acknowledged, the parties hereby agree as follow:

1. The Licensor hereby grants to Licensee a **TEMPORARY LICENSE** ("License") over, across and upon a portion of the real property dedicated to the Licensor by virtue of the plat of Sleepy Hollow Subdivision, Unit II, of record in Plat or Map Book 34, Page 131, Public Records, Volusia County, Florida, and being more particularly described as a portion of the approximately 20-foot wide canal along the northwest boundary of the Sleepy Hollow plat extending from Lot 53 through Lot 59, inclusive, for a distance of approximately 675 feet and as generally depicted in the graphic, attached hereto as **Exhibit A** ("License Premises") for the purpose of repair and reconstruction of Licensee's existing parking lot improvements, with additional stormwater improvements.

The purpose of this License shall include the right of access to enter upon the premises hereinabove described and the adjoining lands of the Licensor, for the Licensee's repair and reconstruction of the existing parking lot improvements, with additional stormwater improvements.

Licensee covenants and agrees that the reconstruction and repair of the parking lot improvements, with additional stormwater improvements, are consistent with City standards.

2. The Licensee agrees that upon completion of the reconstruction and repair of the parking lot improvements, with additional stormwater improvements. Licensee shall:

- a. Repair all damage within the License Premises caused by the ingress and egress of construction equipment and resulting from all Licensee's activity upon the License Premises; and
- b. Return the Easement Premises and adjoining lands of the Licensor to the conditions prior to being disturbed during the repair and reconstruction process.

3. The license granted by this License Agreement shall commence on the date last signed by the parties and shall continue for a period of Six (6) months, unless terminated or otherwise modified in accordance with the provisions specified herein. Licensee may request a renewal for a period of Six (6) months subject to approval by the City Manager.

4. Either party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by either party, the City shall have the option of requiring all the Licensee's personal property be removed or abandoned in place by the Licensee by the date of termination. If the Licensee terminates this Agreement or otherwise fails to remain in good standing and in compliance with this Agreement, the City may take possession or dispose of any and all personal property remaining at or on the property and shall not be liable for taking possession or disposing of any personal property left by the Licensee beyond the date of termination. All costs and expenses of the City resulting from the disposal of personal property in accordance with this section, including administrative expenses, attorney's fees and costs, and expenses incurred shall be chargeable to the Licensee and assessed by the City

5. This license is given to the Licensee as an accommodation to the Licensee without any consideration. The Licensee acknowledges the legal title of the Licensor to the property described herein and agrees never to deny such title or to claim title in the Licensee's name. This license is personal to Licensee and shall not inure to the successors or assigns of the Licensee. The rights, privileges and permission granted herein shall not be assignable by Licensee in whole or in part.

6. Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. The Licensee shall not claim any damages from the Licensor for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the Licensor's Property, or the use of the Property. The Licensor shall not be liable to the Licensee if for any reason the Licensee's use of the Property is hindered or disturbed.

7. Licensee assumes all risk in the operation of this Agreement and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property, and

hereby covenants and agrees to indemnify and save harmless Licensor, the members of the City Council and Licensor's officers, employees and agents from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature, whether direct or indirect, arising out of the operation of this Agreement or the carelessness, negligence or improper conduct of Licensee or any of Licensee's servants, agents or employees, and including, but not limited to employment or personnel matters or disputes, which responsibility shall not be limited to the insurance coverage herein provided for; provided however, Licensee shall have no obligations under this paragraph for any matters arising from Licensor's or Licensor's employees', agents' or contractors' own negligence or willful misconduct. This indemnity and hold harmless provision shall survive the expiration or termination of this agreement.

8. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. Licensee shall at all times provide and maintain or cause to be provided and maintained commercial general liability insurance insuring its obligation of indemnification, with coverage having a combined single limit (covering personal injury, bodily injury or death and property damage or destruction) with a limit of not less than One Million and No/100 Dollars (\$1,000,000.00) per person, per occurrence, and Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate. Notwithstanding the foregoing, at Licensee's option, Licensee may elect to self-insure so long as Licensee's aggregate net worth, including any business organizations affiliated with Licensee (as determined in accordance with generally accepted accounting principles) is not less than \$250,000,000.00, which election shall be accepted by Licensor and be deemed satisfaction of all insurance obligations required by Licensee hereunder. Further, the Licensee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property by Licensee, his invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or the City's removal of any Improvements provided for herein or otherwise permitted by this License Agreement; provided, however that Licensee's indemnification obligations set forth herein shall not apply to any matters arising from Licensor's or Licensor's employees', agents' or contractors' own negligence or willful misconduct. The City shall not be liable to the Licensee if for any reason the Licensee's use of the Subject Property is hindered or disturbed.

9. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person as follows:

Licensor:	City of Port Orange % City Manager 1000 City Center Circle Port Orange, Florida 32129
Licensee	Real Sub, LLC c/o Publix Super Markets, Inc. 3300 Publix Corporate Parkway Lakeland, Florida 33811-3311 ATTN: Vice President, Real Estate

With a copy to:
Publix Super Markets, Inc.

3300 Publix Corporate Parkway
Lakeland, Florida 33811-3311
ATTN: Director of Real Estate and Facilities Legal

10. This License Agreement shall not be recorded in the public records of Volusia County, Florida.
11. This License Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile of an executed copy of this License Agreement shall be deemed valid as if an original signature was delivered.
12. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.
13. This License Agreement shall become effective upon date of execution by last party signed.
14. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

[Signature Pages Follow]

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

WITNESSES:

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

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

By: _____
Scott Stiltner, Mayor

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

Date: _____

(SEAL)

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this ____ day of _____, 2025, by Scott Stiltner, as Mayor and Robin L. Fenwick, as the City Clerk, both of the City of Port Orange, Florida, who acknowledged that they are duly authorized to execute the foregoing TEMPORARY LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who [] is personally known to me, or [] has produced _____ as identification.

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

WITNESSES:

Printed Name: _____
Address: _____

Printed Name: _____
Address: _____

LICENSEE:

Real Sub, LLC, a Florida limited liability company

By: _____
Print Name: William W. Rayburn, IV
Title: Vice President of Real Estate Assets

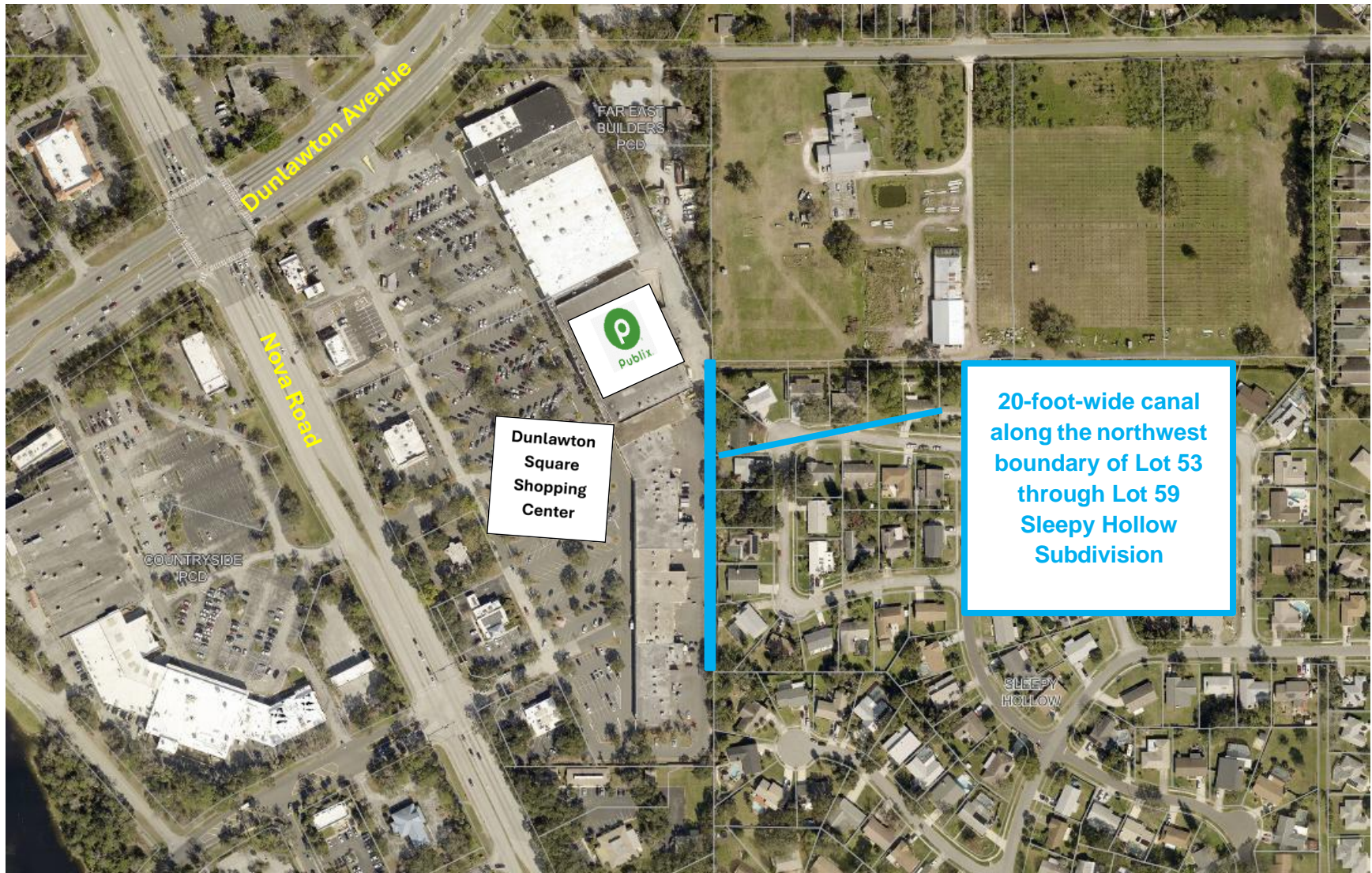
STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2025, by William W. Rayburn, IV, as Vice President of Real Estate Assets on behalf of **Real Sub, LLC**, a Florida limited liability company who is authorized to execute the foregoing TEMPORARY LICENSE AGREEMENT, and who [] is personally known to me, or [] has produced _____ as identification.

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

Exhibit A

EXHIBIT "A"





CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/7/2025

SUBJECT: (F15) Approval of a Partial Release of Tree Conservation Easement for 4629 Clyde Morris Boulevard

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the Partial Release of the Tree Conservation Easement for the property located at 4629 Clyde Morris Boulevard and authorize Mayor and City Clerk to execute said release, subject to provision of a replacement easement over the general areas depicted in yellow hereinabove, subject to final review and approval by City Manager and City Attorney's Office.

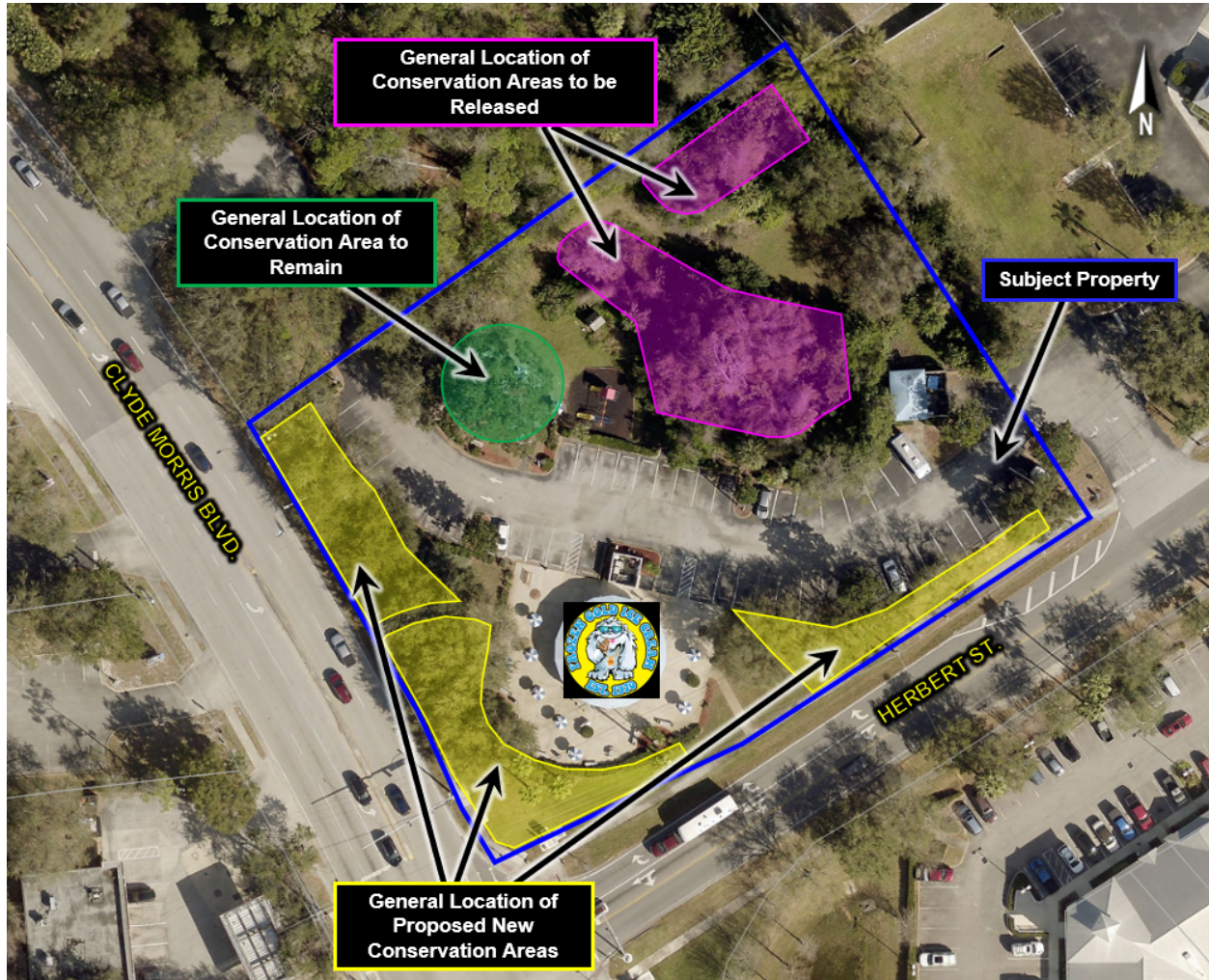
SUMMARY: Updated Summary: This item was tabled at the September 16 City Council meeting. Since then, staff has worked with the property owner/applicant to revise the original request. The original request involved removing two tree conservation areas totaling 0.25 acres at 4629 Clyde Morris Boulevard (Frozen Gold Ice Cream).

The revised request now proposes relocating 0.25 acres of tree conservation area to other parts of the property. This ensures there is no net loss of tree conservation acreage on the site while providing the applicant with greater flexibility for future site redevelopment. The subject property is approximately 1.97 acres and currently contains three tree conservation areas totaling 0.33 acres. Within the three current areas, there are a total of two specimen trees and one historic tree. Under the revised proposal, 0.25 acres of the 0.33-acre conservation area would be relocated on-site, maintaining the total conservation area acreage on the site at 0.33 acres. The new 0.33 acres of conservation areas will now include 12 specimen trees and one historic tree. Approval of this Partial Release of Tree Conservation Easement is subject to the property owner's provision of a new Tree Conservation Easement to add approximately 10 specimen trees and maintain the 0.33 acres of conservation area within the subject property.

The Tree Conservation Easement for this site was established in 2001 as part of the site plan for the former Ritter's development. The easement created three conservation areas to protect specific specimen trees present at the time, although portions of the easement also covered areas without specimen trees. The graphic below illustrates the proposed changes:

Areas shaded in pink represent the existing conservation areas proposed for relocation. Areas shaded in yellow indicate the proposed new locations for conservation areas. Areas shaded in green represent an existing conservation area that will remain

unchanged.



According to Saljinin, LLC, the property owner who operates the Frozen Gold business on the site, the request is to relocate approximately 0.25 acres of conservation areas from the 1.97-acre property to facilitate future expansion of the existing business.

According to the tree survey submitted with the application, the 1.97-acre site contains 25 specimen trees, exceeding the Land Development Code (LDC) requirement of 8 specimen trees. Of the two conservation areas requested to be relocated, one area contains no specimen trees, and the other area contains two specimen trees. The new conservation areas on the site will be the same size as the areas being relocated and will contain 12 specimen trees. Approval of the amendment of the Tree Conservation Easement does not authorize the removal of any trees on the property. Prior to removing any trees on the property, the property owner must obtain a tree removal permit and comply with all requirements in the Land Development Code, which is administratively approved by City staff.

In the early 1990s, the city applied tree conservation easements over general areas that contained trees that staff determined needed to be protected. Over the past 20 years,

however, the tree protection requirements in the Land Development Code shifted toward obtaining tree conservation easements around the specimen trees required to be saved. Using individual easements for the specimen trees required by the LDC on the site provides greater flexibility in site design and redevelopment compared to the previous method of placing much broader areas under easement, which did not always include specimen trees.

The application, including sketches and legal descriptions for the two areas proposed for release and sketches and legal descriptions for the two areas to be established, has been reviewed for completeness and accuracy. All relevant City Departments have reviewed the request and the supporting documents and do not have any comments regarding the request.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Partial Release of Easement of Tree Conservation Easement at 4629 Clyde Morris Blvd.	Partial Release of Easement of Tree Conservation Easement at 4629 Clyde Morris Blvd..pdf
2.	Existing Tree Conservation Easement 2001	Existing Tree Conservation Easement 2001.pdf

Amanda Bonin
Tim Burman
Shannon Balmer
Wayne Clark

Created/Initiated - 09/18/2025
Approved - 09/23/2025
Approved - 09/30/2025
Final Approval - 09/30/2025

Prepared by :
Shannon K. Balmer
Senior Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange FL 32129-4144

Portion of Parcel No. 6308-27-00-0020

Cross Reference to Instrument No. 2001-264989
Official Records Book 4786 Page 586

PARTIAL RELEASE OF TREE CONSERVATION EASEMENT

THIS Partial Release of Tree Conservation Easement (“Partial Release”) is made this _____ day of September, 2025, by and between **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, mailing address: 1000 City Center Circle, Port Orange FL 32129, hereinafter “City,” and **SALJANIN, LLC, A FLORIDA LIMITED LIABILITY COMPANY** whose address is 4167 Saddle Club Drive, New Smyrna Beach, FL 32169, (“Saljanin”) a successor-in-interest to Ritters of Florida, LLC, a Florida Limited Liability Company, (“Ritters”).

WITNESSETH:

WHEREAS, the Saljanin is the fee simple owner of the property where the Easement is located, said property being legally described in **Exhibit “A”**, attached hereto and made a part hereof by reference (hereinafter “Property”); and

WHEREAS, on August 20, 1999, Ritters of Florida, LLC, a predecessor-in-interest to Saljanin, LLC, granted a Tree Conservation Easement to the City, said document having been filed of record on December 11, 2001, in Official Records Book 4786, Pages 586, et seq., Public Records of Volusia County, Florida (hereinafter referred to as the “Easement”); and

WHEREAS, Ritters granted the Easement to the City in a prior site plan submission to develop the Property; and

WHEREAS, Saljanin has requested the City release a portion of the Easement in anticipation of future site plan modifications to facilitate business expansion on the Property within the areas being released from the Easement; and

WHEREAS, the specific area of the portion of the Easement being released is legally described and graphically depicted on **Exhibit “B”** attached hereto, and made a part hereof; and

WHEREAS, the City, as the owner of the Easement, has determined the release of the portion of the Easement, as described in Exhibit “B”, will not adversely impact the tree conservation efforts on the Property as any future development will be required to comply with tree preservation requirements set forth in the City of Port Orange Land Development Code.

NOW, THEREFORE, the City of Port Orange, does hereby remise, release, and quit claim unto Saljanin, its successors and assigns forever, all the right, title, interest, claim and

IN WITNESS WHEREOF, the City, has executed this *Partial Release of Tree Conservation Easement* by and through its duly authorized representatives on the day and year first above written.

Signed in the presence of:

CITY OF PORT ORANGE, FLORIDA
a Florida chartered municipal corporation

Witness: _____

By: _____

Printed Name: _____

Scott Stiltner, Mayor

1000 City Center Circle

Port Orange, Florida 32129

Witness: _____

Attest: _____

Printed Name: _____

Robin L. Fenwick, MMC, City Clerk

1000 City Center Circle

Port Orange, Florida 32129

STATE OF FLORIDA
COUNTY OF VOLUSIA

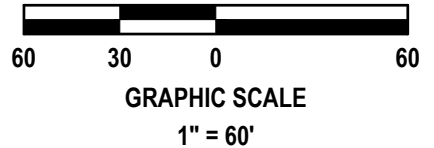
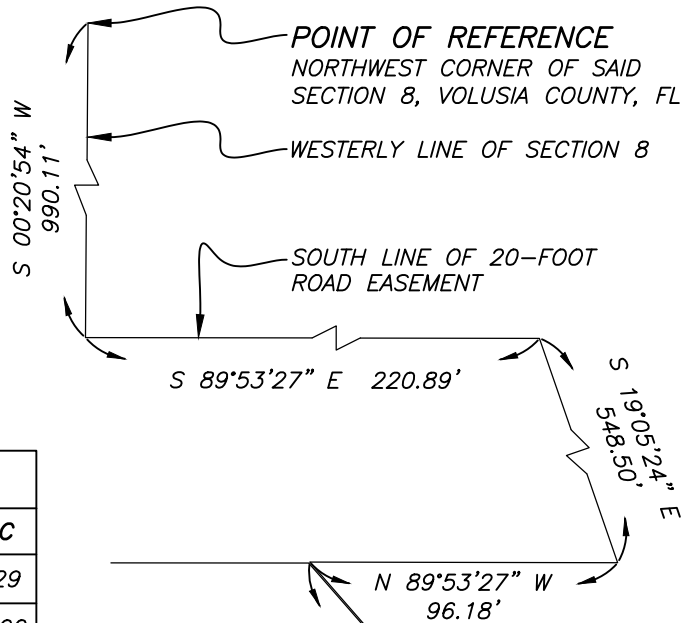
The foregoing **PARTIAL RELEASE OF TREE CONSERVATION EASEMENT** was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2025, by Scott Stiltner, Mayor and Robin L. Fenwick, City Clerk, both of the City of Port Orange, who acknowledge having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein. They are personally known to me.

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

EXHIBIT "A"

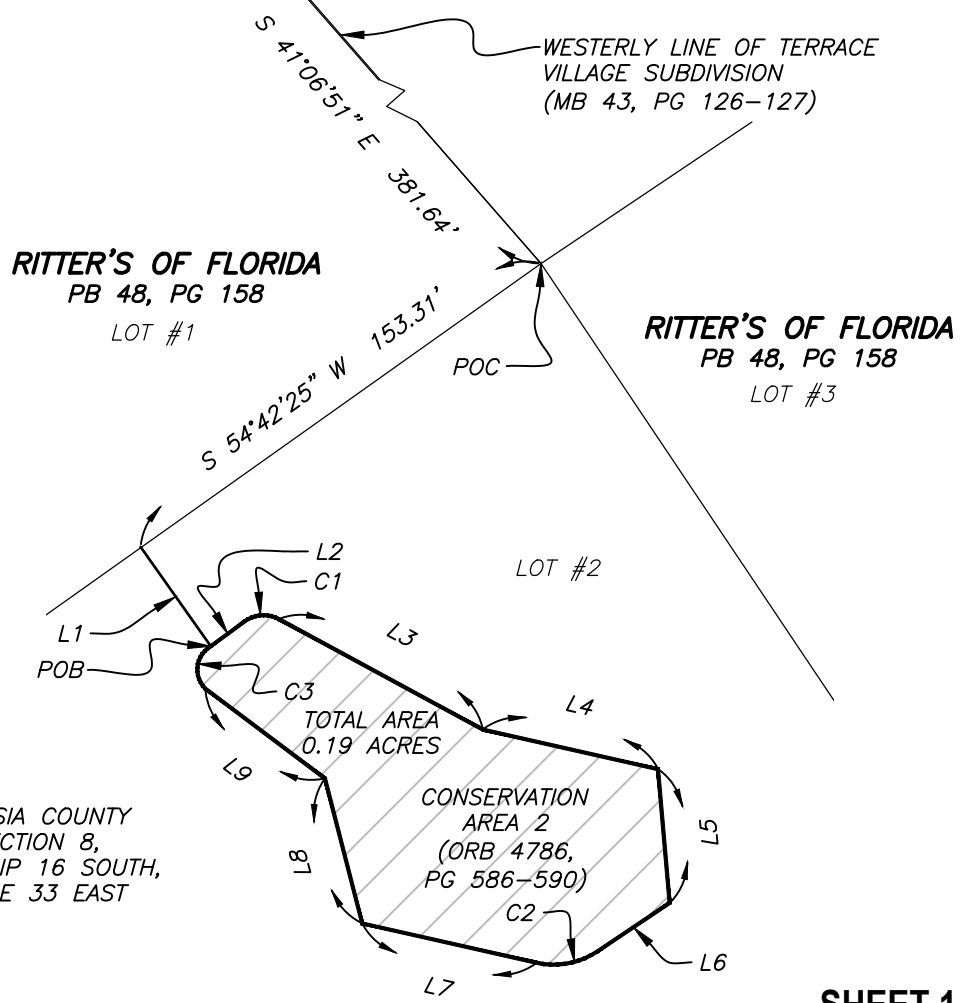
Lot 2, Ritter's of Florida, according to the plat thereof recorded in Map Book 48, Pages 158 and 159, Public Records of Volusia County, Florida.

Parcel No. 6308-27-00-0020



CURVE TABLE			
No.	R	CHB	ARC
C1	10.00	N86°07'06"E	11.29
C2	24.35	S79°10'18"W	20.00
C3	6.00	N00°20'16"E	11.19

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 35°17'35" E	37.99'
L2	S 53°45'41" E	16.14'
L3	S 61°31'30" E	72.43'
L4	S 77°17'18" E	56.14'
L5	S 05°01'03" E	41.99'
L6	S 56°13'40" W	27.29'
L7	N 77°17'18" W	55.90'
L8	N 14°25'19" W	48.78'
L9	N 53°05'09" W	46.77'



VOLUSIA COUNTY
SECTION 8,
TOWNSHIP 16 SOUTH,
RANGE 33 EAST

NOT A SURVEY

SHEET 1 OF 2

EXHIBIT "B"

SEE SHEET 2 OF 2 FOR
CERTIFICATION AND
SURVEYOR'S SIGNATURE

LOCATION No: 16-33-08

PROJECT No: 250309

DATE: 08/11/25

CHECKED BY: CJK

DRAFTED BY: WRW

SKETCH - EXISTING TREE
CONSERVATION AREA 2

CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com
LB# 0003612 LC# 000357

DESCRIPTION:

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

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE SOUTH 00 DEGREES 20 MINUTES 54 SECONDS WEST ALONG SAID SECTION LINE FOR A DISTANCE OF 990.11 FEET TO A POINT IN THE SOUTH LINE OF A 20-FOOT ROAD EASEMENT; THENCE SOUTH 89 DEGREES 53 MINUTES 27 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID 20-FOOT ROAD EASEMENT FOR A DISTANCE OF 220.89 FEET; THENCE SOUTH 19 DEGREES 05 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 548.50 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 96.18 FEET; THENCE SOUTH 41 DEGREES 06 MINUTES 51 SECONDS EAST ALONG THE WESTERLY LINE OF TERRACE VILLAGE SUBDIVISION (MAP BOOK 43, PAGES 126-127), A DISTANCE OF 381.64 FEET TO THE POINT OF COMMENCEMENT FOR THE FOLLOWING DESCRIBED PROPERTIES:

CONSERVATION AREA 2

FROM THE POINT OF COMMENCEMENT, CONTINUE SOUTH 54 DEGREES 42 MINUTES 25 SECONDS WEST, A DISTANCE OF 153.31 FEET; THENCE SOUTH 35 DEGREES 17 MINUTES 35 SECONDS EAST, A DISTANCE OF 37.99 FEET TO THE POINT OF BEGINNING OF CONSERVATION AREA 2; THENCE NORTH 53 DEGREES 45 MINUTES 41 SECONDS EAST, A DISTANCE OF 16.14 FEET TO A POINT OF CURVATURE HAVING A RADIUS OF 10.00 FEET AND A CHORD BEARING NORTH 86 DEGREES 07 MINUTES 06 SECONDS EAST, CONTINUE ALONG SAID CURVE A DISTANCE OF 11.29 FEET TO A POINT OF TANGENCY; THENCE SOUTH 61 DEGREES 31 MINUTES 30 SECONDS EAST, A DISTANCE OF 72.43 FEET; THENCE SOUTH 77 DEGREES 17 MINUTES 18 SECONDS EAST, A DISTANCE OF 56.14 FEET; THENCE SOUTH 05 DEGREES 01 MINUTES 03 SECONDS EAST, A DISTANCE OF 41.99 FEET; THENCE SOUTH 56 DEGREES 13 MINUTES 40 SECONDS WEST, A DISTANCE OF 27.29 FEET TO A POINT OF CURVATURE HAVING A RADIUS OF 24.35 FEET AND A CHORD BEARING SOUTH 79 DEGREES 10 MINUTES 18 SECONDS WEST, CONTINUE ALONG SAID CURVE A DISTANCE OF 20.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 17 MINUTES 18 SECONDS WEST, A DISTANCE OF 55.90 FEET; THENCE NORTH 14 DEGREES 25 MINUTES 19 SECONDS WEST, A DISTANCE OF 48.78 FEET; THENCE NORTH 53 DEGREES 05 MINUTES 09 SECONDS WEST, A DISTANCE OF 46.77 FEET TO A POINT OF CURVATURE HAVING A RADIUS OF 6.00 FEET AND A CHORD BEARING NORTH 0 DEGREES 20 MINUTES 16 SECONDS EAST, CONTINUING ALONG SAID CURVE A DISTANCE OF 11.19 FEET TO THE POINT OF BEGINNING OF CONSERVATION AREA 2. CONSERVATION AREA 2 CONTAINING 0.19 ACRES, MORE OR LESS.

GENERAL NOTES:


1. PLANNED VACATION OF THAT CERTAIN EASEMENT ORIGINALLY DESCRIBED IN OFFICIAL RECORDS BOOK 4786 PAGE 586-590, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

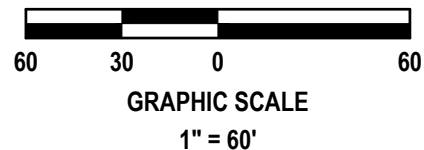
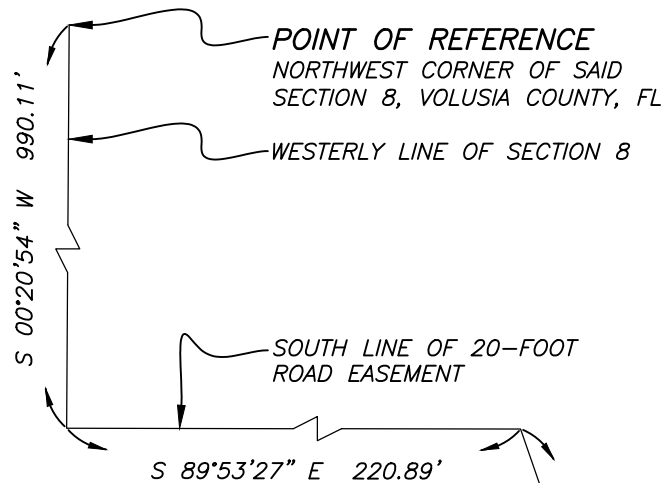
ABBREVIATIONS / LEGEND

INC ... INCORPORATED	POB ... POINT OF BEGINNING
L ... LINE	POC ... POINT OF COMMENCEMENT
LB ... LICENSED BUSINESS	
PSM ... PROFESSIONAL SURVEY MAPPER	
R RADIUS	
CHB ... CHORD BEARING	
ARC ... ARC LENGTH	

NOT A SURVEY

SHEET 2 OF 2

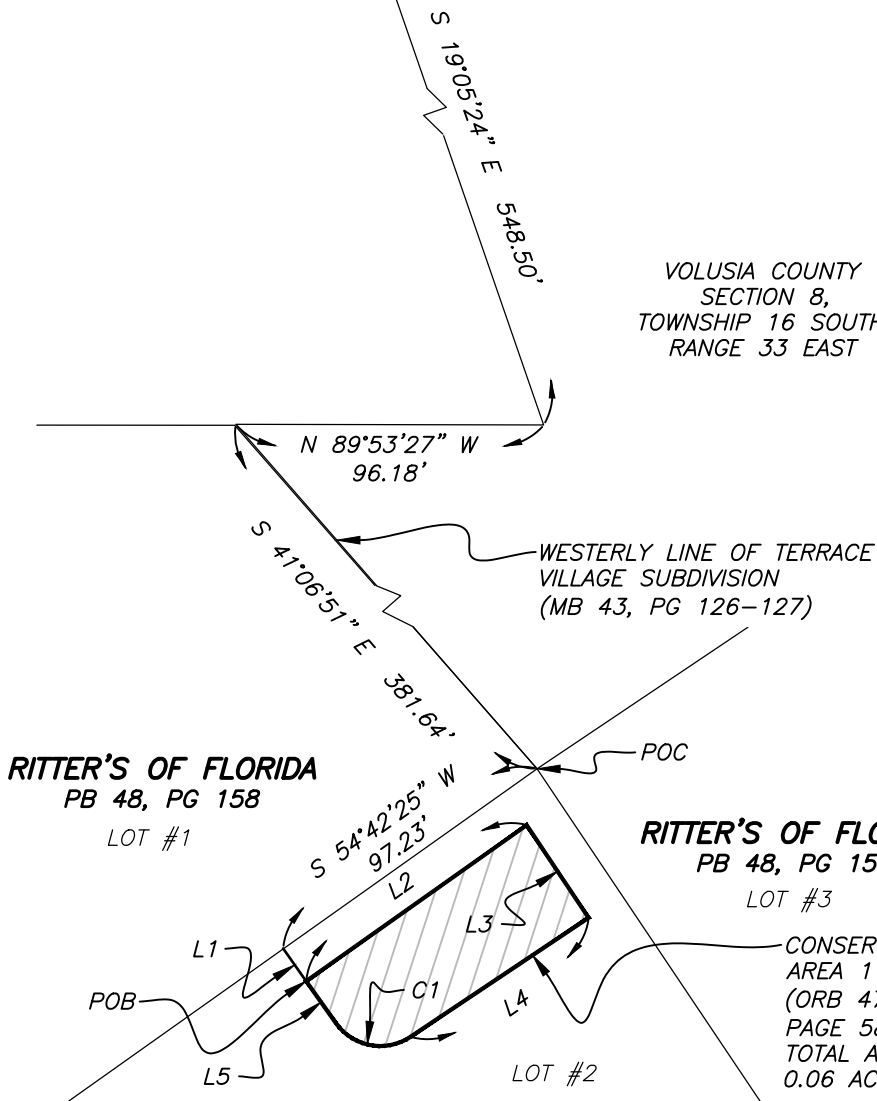
THE FOREGOING SKETCH AND DESCRIPTION IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, EFFECTIVE DATE JULY 1, 2018, AS PURSUANT TO SECTION 5J-17.051, FLORIDA ADMINISTRATIVE CODE. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. FLORIDA ADMINISTRATIVE CODE 5J-17.062 (2)	LOCATION No: 16-33-08	DESCRIPTION - EXISTING TREE CONSERVATION AREA 2
	PROJECT No: 250309	 CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE 265 Kenilworth Avenue • Ormond Beach • Florida 32174 Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com LB # 0003612 LC # 0000357
	DATE: 08/11/25	
	CHECKED BY: CJK	
	DRAFTED BY: WRW	
BY: _____ C. O. VAN KLEECK, JR., PSM No. 6149	THIS ITEM HAS BEEN SIGNED AND SEALED ON THE DATE AND TIME AS SHOWN HEREON; WHEN SIGNED AND SEALED BY AN ELECTRONIC SIGNATURE, PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND THE SIGNATURE & SEAL MUST BE VERIFIED ON ALL ELECTRONIC COPIES.	



CURVE TABLE			
No.	R	CHB	ARC
C1	17.00	N79°31'58"W	26.25

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 35°17'35" E	12.50'
L2	N 54°42'25" E	84.40'
L3	S 33°46'20" E	34.81'
L4	S 56°13'40" W	66.95'
L5	N 35°17'35" W	16.03'

VOLUSIA COUNTY
SECTION 8,
TOWNSHIP 16 SOUTH,
RANGE 33 EAST



RITTER'S OF FLORIDA
PB 48, PG 158
LOT #1

RITTER'S OF FLORIDA
PB 48, PG 158
LOT #3

CONSERVATION
AREA 1
(ORB 4786,
PAGE 586-590)
TOTAL AREA
0.06 ACRES

NOT A SURVEY

SHEET 1 OF 2

EXHIBIT "B" CONT.

SEE SHEET 2 OF 2 FOR
CERTIFICATION AND
SURVEYOR'S SIGNATURE

LOCATION No: 16-33-08

PROJECT No: 250309

DATE: 08/11/2025

CHECKED BY: CJK

DRAFTED BY: WRW

SKETCH - EXISTING TREE
CONSERVATION AREA 1

UPHAM
CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
285 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com
LB# 0003612 LC# 0000357

DESCRIPTION:

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

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE SOUTH 00 DEGREES 20 MINUTES 54 SECONDS WEST ALONG SAID SECTION LINE FOR A DISTANCE OF 990.11 FEET TO A POINT IN THE SOUTH LINE OF A 20-FOOT ROAD EASEMENT; THENCE SOUTH 89 DEGREES 53 MINUTES 27 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID 20-FOOT ROAD EASEMENT FOR A DISTANCE OF 220.89 FEET; THENCE SOUTH 19 DEGREES 05 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 548.50 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 96.18 FEET; THENCE SOUTH 41 DEGREES 06 MINUTES 51 SECONDS EAST ALONG THE WESTERLY LINE OF TERRACE VILLAGE SUBDIVISION (MAP BOOK 43, PAGES 126-127), A DISTANCE OF 381.64 FEET TO THE POINT OF COMMENCEMENT FOR THE FOLLOWING DESCRIBED PROPERTIES:

CONSERVATION AREA 1

FROM THE POINT OF COMMENCEMENT, CONTINUE SOUTH 54 DEGREES 42 MINUTES 25 SECONDS WEST, A DISTANCE OF 97.23 FEET; THENCE SOUTH 35 DEGREES 17 MINUTES 35 SECONDS EAST, A DISTANCE OF 12.50 FEET TO THE POINT OF BEGINNING FOR CONSERVATION AREA 1; THENCE NORTH 54 DEGREES 42 MINUTES 25 SECONDS EAST, A DISTANCE OF 84.40 FEET; THENCE SOUTH 33 DEGREES 46 MINUTES 20 SECONDS EAST, A DISTANCE OF 34.81 FEET; THENCE SOUTH 56 DEGREES 13 MINUTES 40 SECONDS WEST, A DISTANCE OF 66.95 FEET TO A POINT OF CURVATURE CONCAVE NORTHERLY HAVING A RADIUS OF 17.00 FEET AND A CHORD BEARING NORTH 79 DEGREES 31 MINUTES 58 SECONDS WEST, CONTINUING ALONG SAID CURVE A DISTANCE OF 26.25 FEET; THENCE NORTH 35 DEGREES 17 MINUTES 35 SECONDS WEST, A DISTANCE OF 16.03 FEET TO THE POINT OF BEGINNING OF CONSERVATION AREA 1. CONSERVATION AREA 1 CONTAINING 0.06 ACRES, MORE OR LESS.

GENERAL NOTES:

1. PLANNED VACATION OF THAT CERTAIN EASEMENT ORIGINALLY DESCRIBED IN OFFICIAL RECORDS BOOK 4786 PAGE 586-590, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

ABBREVIATIONS / LEGEND

INC ... INCORPORATED	POB ... POINT OF BEGINNING
L ... LINE	POC ... POINT OF COMMENCEMENT
LB ... LICENSED BUSINESS	
PSM ... PROFESSIONAL SURVEY MAPPER	
R RADIUS	
CHB ... CHORD BEARING	
ARC ... ARC LENGTH	

NOT A SURVEY

SHEET 2 OF 2

THE FOREGOING SKETCH AND DESCRIPTION IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, EFFECTIVE DATE JULY 1, 2018, AS PURSUANT TO SECTION 5J-17.051, FLORIDA ADMINISTRATIVE CODE. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. FLORIDA ADMINISTRATIVE CODE 5J-17.062 (2)

BY: _____
C. O. VAN KLEECK, JR., PSM No. 6149

LOCATION No: 16-33-08

PROJECT No: 250309

DATE: 08/11/2025

CHECKED BY: CJK

DRAFTED BY: WRW

DESCRIPTION - EXISTING TREE
CONSERVATION AREA 1



THIS ITEM HAS BEEN SIGNED AND SEALED ON THE DATE AND TIME AS SHOWN HEREON; WHEN SIGNED AND SEALED BY AN ELECTRONIC SIGNATURE, PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND THE SIGNATURE & SEAL MUST BE VERIFIED ON ALL ELECTRONIC COPIES.

12/11/2001 14:30
Doc stamps 0.70
(Transfer Amt \$ 10)
Instrument # 2001-264989
Book: 4786
Page: 586

TREE CONSERVATION EASEMENT

THIS TREE CONSERVATION EASEMENT is made this 20th day of August, 1999, by Ritters of Florida, L.L.C., 4617 Clyde Morris Boulevard, Port Orange, Florida 32119, ("Grantor"), in favor of the CITY OF PORT ORANGE, a Florida municipal corporation, whose mailing address is 1000 City Center Circle, Port Orange, Florida 32119 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Volusia County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property") or has obtained joinder and consent from all other such owners with respect to this Easement; and

WHEREAS, various trees located on the Property possess environmental value of great importance to the Grantor and to the people of Port Orange, Florida; and

WHEREAS, this Tree Conservation Easement is intended to comply with the aforementioned Code requirements.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby voluntarily grants and conveys to Grantee a tree conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth.

1. Purpose. The purpose of this easement is to assure that the trees located on the Property will be retained or replaced forever except as herein provided, in their existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Rights of Grantee. To accomplish the purposes stated above, the following rights are conveyed to Grantee by this Easement:

a. To preserve and protect the environmental value of the Property;

b. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement, and to require the restoration or replacement of those trees further described in Exhibit A which may be damaged by any inconsistent activity or use;

c. To enter upon and inspect the Property, in a reasonable manner and at reasonable times to determine if the Grantor or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement; and

d. To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited.

4. Reserved Rights. Grantor reserves and excepts unto itself and its personal representatives, heirs, successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement.

5. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of the Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall be construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

7. Recordation. Grantor shall record this instrument in a timely fashion in the Official Records of Volusia County, Florida, and may rerecord it any time as may be required to preserve its right in this Easement.

8. No Limitation. This Easement shall not be construed as a limitation on Grantor's enforcement authority. Grantor is estopped from asserting the invalidity of any code enforcement action based on the existence of this Easement.

9. Successors. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and insure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

Book: 4786
Page: 588

IN WITNESS WHEREOF, Grantor has set its hand on the day and year first above written.

WITNESSES:

Lizama Heiger
Jeffrey E. Hill

GRANTOR: Ritters of Florida, L.L.C.

By: John Dame
Name: John DAME
Title: President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 20th day of August, 1999, by John Dame on behalf of the Corporation. He is personally known to me or has produced _____ as identification.



Lori L. Prescher
Notary Public, State of Florida at Large
My Commission Expires: 9/12/2000

BOOK: 4786
PAGE: 589

RITTER'S FROZEN CUSTARD TREE CONSERVATION EASEMENT - LEGAL DESCRIPTION

A portion of the northwest 1/4 of Section 8, Township 16 South, Range 33 East, being more particularly described as follows:

As a point of reference, commence at the northwest corner of said Section 8; Thence South 00 Degrees, 20 Minutes 54 Seconds west along said section line for a distance of 990.11 feet to a point in the south line of a 20-foot road easement; Thence south 89 Degrees 53 Minutes 27 Seconds east along the south right-of-way line of said 20-foot road easement for a distance of 220.89 feet; Thence south 19 Degrees 05 Minutes 24 Seconds east for a distance of 548.50 feet; Thence north 89 Degrees 53 Minutes 27 Seconds west for a distance of 96.18 feet; Thence south 41 Degrees 06 Minutes 51 Seconds east along the westerly line of Terrance Village Subdivision (Map Book 43, Pages 126-127), a distance of 381.64 feet to the Point of Commencement for the following described properties:

Conservation Area 1

From the Point of Commencement, continue south 54 Degrees 42 Minutes 25 Seconds west, a distance of 97.23 feet; Thence south 35 Degrees 17 Minutes 35 Seconds east, a distance of 12.50 feet to the Point of Beginning for Conservation Area 1; Thence north 54 Degrees 42 Minutes 25 Seconds east, a distance of 84.40 feet; Thence south 33 Degrees 46 Minutes 20 Seconds east, a distance of 34.81 feet; Thence south 56 Degrees 13 Minutes 40 Seconds west, a distance of 66.95 feet to a point of curvature concave northerly having a radius of 17.00 feet and a chord bearing north 79 Degrees 31 Minutes 58 Seconds west, continuing along said curve a distance of 26.25 feet; Thence north 35 Degrees 17 Minutes 35 Seconds west, a distance of 16.03 feet to the **Point of Beginning** of Conservation Area 1. Conservation Area 1 containing 0.06 acres, more or less.

Conservation Area 2

From the Point of Commencement, continue south 54 Degrees 42 Minutes 25 Seconds west, a distance 153.31 feet; Thence south 35 Degrees 17 Minutes 35 Seconds east, a distance of 37.99 feet to the **Point of Beginning** of Conservation Area 2; Thence north 53 Degrees 45 Minutes 41 Seconds east, a distance of 16.14 feet to a point of curvature having a radius of 10.00 feet and a chord bearing north 86 Degrees 07 Minutes 06 Seconds east, continue along said curve a distance of 11.29 feet to a point of tangency; Thence south 61 Degrees 31 Minutes 30 Seconds east, a distance of 72.43 feet; Thence south 77 Degrees 17 Minutes 18 Seconds east, a distance of 56.14 feet; Thence south 05 Degrees 01 Minutes 03 Seconds east, a distance of 41.99 feet; Thence south 56 Degrees 13 Minutes 40 Seconds west, a distance of 27.29 feet to the point of curvature having a radius of 24.35 feet and a chord bearing south 79 Degrees 10 Minutes 18 Seconds west, continue along said curve a distance of 20.00 feet to a point of tangency; Thence north 77 Degrees 17 Minutes 18 Seconds west a distance of 55.90 feet; Thence north 14 Degrees 25 Minutes 19 Seconds west, a distance of 48.78 feet; Thence north 53 Degrees 05 Minutes 09 Seconds west, a distance of 46.77 feet to a point of curvature having a radius of 6.00 feet and a chord bearing north 0 Degrees 20 Minutes 16 Seconds east, continuing along said curve a distance of 11.19 feet to the **Point of Beginning** of Conservation Area 2. Conservation Area 2 containing 0.19 acres, more or less.

Conservation Area 3

From the Point of Commencement, continue south 54 Degrees 42 Minutes 25 Seconds west, a distance of 241.68 feet; Thence south 35 Degrees 17 Minutes 35 Seconds east, a distance of 30.60 feet to the **Point of Beginning** of Conservation Area 3; Thence north 55 Degrees 22 Minutes 40 Seconds east, a distance of 6.11 feet; Thence north 34 Degrees 37 Minutes 20 Seconds west, a distance of 3.9 feet to a point on a circle having a radius of 34.23 feet and an arc length of 207.78 feet and an internal angle of 347 Degrees 48 Minutes 28 Seconds, continuing along the arc of said circle to the **Point of Beginning** of Conservation Area 3. Conservation Area 3 containing 0.08 acre, more or less.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/7/2025

SUBJECT: (G16) Second Reading - Ordinance No. 2025-19- Land Development Code (LDC) Amendment/Chapter 15 - Signs - Nonconforming signs

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2025-19.

SUMMARY: PLANNING COMMISSION ACTION: Recommended Approval

Lamar Outdoor Advertising, represented by Rob Merrell from Cobb Cole, is requesting an amendment to the Land Development Code (LDC) to allow the replacement of static billboard sign faces with digital sign faces on existing structures. If approved, the amendment would give City Council the authority to enter into agreements with billboard owners to reconstruct existing billboards along I-95 or Ridgewood Avenue with digital sign faces, in exchange for the permanent removal of other existing billboard sign faces within the City. According to the applicant, the proposed amendment intends to reduce the overall number of billboard sign faces in Port Orange. Specifically, it would require the removal of at least two (2) existing static sign faces for each digital sign face conversion of an existing billboard along I-95 or Ridgewood Avenue.



Figure 1 - Rendering of billboard with LED sign face on US1. Figure 2 - Existing billboard on US1

Under the City's current sign regulations, a billboard is a prohibited sign. Furthermore, structural repairs or reconstruction of existing non-conforming signs is not permitted,

requiring them to be removed as they become structurally unsound. The applicant requests this amendment to allow some existing billboards to be reconstructed with a digital sign face in exchange for removing static billboard sign faces within the City.

There are 13 billboards within Port Orange, with the majority of the signs located along I-95. Lamar Outdoor Advertising owns five billboards with static sign faces (8 sign faces total) and one billboard with LED sign faces. If approved on the first reading, a reconstruction agreement between Lamar Outdoor Advertising and the City of Port Orange will be scheduled for Council review with the second reading of this ordinance on October 7, 2025. If the proposed Land Development Code (LDC) text amendment is approved, the applicant intends to request a reconstruction agreement that would allow one (1) billboard along I-95 and one (1) billboard along Ridgewood Avenue (north of Nova Road) to be rebuilt with a digital sign face. In exchange, the applicant would remove four (4) existing billboard sign faces located north of the Ridgewood Avenue and Nova Road intersection.



Figure 3. General Location of Existing Billboards within Port Orange

The proposed amendment also includes clean-up items to Chapter 15, Section 14, to remove duplicate code requirements that were inadvertently added multiple times when the sign code was updated in 2021 and make the existing digital sign-face requirements in Section 14 consistent with the digital sign-face requirements proposed with this amendment.

The Staff Report is attached for more information.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2025-19	Ordinance No. 2025-19.pdf
2.	Staff Report with Exhibits	Staff Report with Exhibits.pdf
3.	Business Impact Estimate Form - Ord. 2025-19 pdf	Business Impact Estimate Form - Ord. 2025-19 pdf.pdf

Amanda Bonin

Created/Initiated - 09/17/2025

ORDINANCE NO. 2025-19

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 15 RELATING TO NONCONFORMING SIGNS TO INCENTIVIZE THE REMOVAL OF CERTAIN EXISTING NONCONFORMING SIGNS AND SIGN FACES IN EXCHANGE FOR THE ALLOWANCE OF RECONSTRUCTING BY AGREEMENT CERTAIN EXISTING NONCONFORMING SIGNS AND SIGN FACES ALONG THE I-95 CORRIDOR AND RIDGEWOOD AVENUE; REMOVING UNINTENDED DUPLICATE LANGUAGE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the proposed amendment has been requested for the allowance of the reconstruction and replacement of an existing nonconforming sign structure with sign face(s) larger than 200 square feet in exchange for the permanent removal of other existing sign faces within the City of Port Orange; and

WHEREAS, the proposed amendment will remove duplicate code requirements that were inadvertently added multiple times when the sign code was previously updated; and

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 15, Section 14 of the Land Development Code, to read as follows:

Chapter 15 – SIGNS

Section [14]: Nonconforming signs.

[No changes to subsections (a) and (b)]

(c) Use of a nonconforming sign may be continued, subject to the following regulations:

- (1) No nonconforming sign shall be enlarged or increased in any way from its lawful size at the time it was installed or constructed, nor shall a nonconforming sign be relocated from its lawful location at the time it was installed or constructed.
- (2) Nonconforming signs or sign structures that are considered abandoned signs under this chapter shall not be permitted for reuse.
- (3) Except as authorized in subsections (e)(1) and (f)(1), hereinbelow, ~~Use~~ use of a nonconforming sign shall immediately terminate upon a change of business type, business ownership or business name, regardless of whether property ownership of the lot on which the nonconforming sign is located has been transferred.

[No changes to subsections (4) through (6)]

- (d) Normal repairs, maintenance and improvements may be made to nonconforming signs or sign structures; however, the cost of such repairs, maintenance or improvements made during any two-year period shall not exceed 25 percent of the overall replacement cost of the sign or sign structure at the end of the two-year period.
- (e) If any nonconforming sign is damaged by fire, flood, explosion, collapse, wind, war or other catastrophe to such an extent that the cost of repair and reconstruction will exceed 50 percent of the overall replacement cost of the sign at the time of damage, it shall not be repaired or reconstructed except in full conformity with the provisions of this code, except as follows:

- (1) A nonconforming offsite sign damaged by catastrophe exceeding 50 percent of the overall replacement cost of the sign may be reconstructed pursuant to the authority set forth in F.S. § 70.20, if the reconstruction agreement complies with all of the requirements set forth as follows:
 - (a) The reconstructed sign shall be located on the same property as the damaged sign.
 - (b) The reconstructed sign shall be located within a commercially zoned district, not including a planned commercial development or a planned unit development zoned district and shall comply with the requirements of this chapter regarding prohibited signs.
 - (c) The sign owner shall submit a proposed agreement for the reconstructed sign to the city for review.
 - (d) City council shall determine whether to approve or deny the proposed agreement submitted in accordance with this section; The reconstructed sign shall be a nonconforming sign.
 - (e) The sign owner agrees to remove or to abstain from rebuilding other damaged nonconforming signs within the city at a ratio of at least four sign faces for each reconstructed sign face
 - (f) The sign owner agrees to remove or to abstain from rebuilding other damaged nonconforming signs within the city at a ratio of at least four sign faces for each reconstructed sign face.
 - (g) The vertical dimension for the reconstructed sign face shall not exceed 25 percent of the permitted building height in the commercial district or 12 feet, whichever is greater in height.
 - ~~(h) The vertical dimension for the reconstructed sign face shall not exceed 25 percent of the permitted building height in the commercial district or 12 feet, whichever is greater in height.~~
 - ~~(i) The vertical dimension for the reconstructed sign face shall not exceed 25 percent of the permitted building height in the commercial district or 12 feet, whichever is greater in height.~~
 - (h) The reconstructed sign face shall not exceed the square footage of the largest damaged sign face for any one sign display being removed or not rebuilt, notwithstanding the location within the city of the sign face removed or not rebuilt.
 - ~~(k) The reconstructed sign face shall not exceed the square footage of the largest sign face for any one sign display being removed or not rebuilt, notwithstanding the location within the city of the sign face removed or not rebuilt.~~

- (i) Structural components surrounding the sign face shall not exceed a size of ten percent of the sign face.
 - (j) The reconstructed sign face may change copy and if electronic or digital, the frequency of copy change shall not be less than ~~ten~~ eight second intervals, and the maximum transition time between messages shall not exceed one second.
 - (k) The reconstructed sign, if electronic or digital, shall provide a high-resolution picture quality with pixel spacing of 20 millimeters or less. Messages shall not display any illumination that moves, appears to move, flashes, scrolls, or changes in intensity during the static display period, but static graphic pictures may be displayed with no limitations on color. Messages shall not operate at a brightness level of more than 5,000 foot-candles during the day and 500 foot-candles from dusk to dawn. Each digital sign shall have a light-sensing device to adjust the brightness of the sign face as ambient light conditions change. A malfunctioning sign face must be turned off or display a blank screen. Sign shall display emergency announcements or alerts, including, but not limited to Amber Alerts, Silver Alerts, and Evacuation Alerts on the sign at no charge on an as-needed basis as determined by the City.~~The reconstructed sign, if electronic or digital, shall provide a high quality resolution for the display of not more than eight-millimeter pixel spacing, and shall include dimmers installed and operated to eliminate glare, and at night the sign face display light shall not exceed a brightness levels of more than 0.3 foot candles above ambient light as measured using a foot candle (Lux) meter at a preset distance depending on sign area. Illuminance measurement requires two steps: First — ambient light shall be measured with the sign turned off. Second — sign light output shall be measured with the sign turned on as a solid white display. The difference between the two measurements shall be 0.3 foot candles or less. The distance at which to take measurements is calculated with the following formula and rounded to the next whole number: Measurement distance = $\sqrt{\text{Area of sign square feet} \times 100}$.~~
 - (l) The tallest portion of the reconstructed sign, including appurtenances, shall not exceed the permitted building height in the commercial district.
 - (m) The sign agreement shall not contain any provision that would require the city shall not be required to pay compensation for any sign removed or not rebuilt pursuant to the agreement.
 - (n) The reconstructed sign shall comply with setback, landscaping, and architectural standards consistent with the requirements for the construction of a building within the zoning district and applicable design manuals.
- (f) In an effort to reduce the number of nonconforming signs located within the city that have a sign face greater than 200 square feet, an existing nonconforming sign with a sign face greater than 200 square feet may be reconstructed pursuant to the authority set forth in F.S. § 70.20, provided that the number of reconstructed sign faces result in a net reduction

in the number of sign faces greater than 200 square feet within the city and the reconstruction agreement complies with all of the requirements set forth as follows:

(1) Only an existing nonconforming sign with a sign face greater than 200 square-feet located along Ridgewood Avenue or the I-95 corridor can be reconstructed with a new sign face. A new sign face may be reconstructed on a new sign structure in exchange for the removal of at least two (2) sign faces located within the city so long as each sign face to be removed is greater than 200 square-feet. The reconstruction of a nonconforming sign with a new sign face (s) may be in the same location as the removed nonconforming sign and sign face(s). This exchange shall comply with all of the requirements set forth as follows:

(a) The reconstructed nonconforming sign structure and sign face(s) shall either be (1) reconstructed in generally the same location, on the same property where the existing nonconforming sign structure and sign face(s) is located; or (2) reconstructed in generally the same location, on the same property as an existing nonconforming sign and sign face(s) located along I-95 that is to be removed in the course of reconstruction.

(b) A reconstructed sign can only be located on property that abuts Ridgewood Avenue or the I-95 right-of-way, or is within the I-95 right-of-way. A reconstructed sign cannot be located on property within a residential zoning district.

(c) The sign owner shall submit a proposed reconstruction agreement to reconstruct a sign for the city for review.

(d) City Council shall determine whether to approve or deny the proposed reconstruction agreement submitted in accordance with this section; The reconstructed sign shall continue to be a nonconforming sign.

(e) The sign face for a reconstructed sign shall not exceed the square footage of the largest sign face removed as part of the exchange.

(f) Structural components surrounding the reconstructed sign face shall not exceed a size of ten percent of the sign face.

(g) The reconstructed sign may have a sign face with a change copy, and if electronic or digital, the frequency of copy change shall not be less than eight-second intervals, and the maximum transition time between messages shall not exceed one second.

(h) If electronic or digital, the reconstructed sign face, shall provide a high-resolution picture quality with pixel spacing of 20 millimeters or less. Messages shall not display any illumination that moves, appears to move, flashes, scrolls, or changes in intensity during the static display period, but static graphic pictures may be displayed with no limitations on color. Messages shall not operate at a brightness level of more than 5,000 foot-candles during the day and 500 foot-candles from

dusk to dawn. Each digital sign shall have a light-sensing device to adjust the brightness of the sign face as ambient light conditions change. A malfunctioning sign face must be turned off or display a blank screen. Sign shall display emergency announcements or alerts, including, but not limited to Amber Alerts, Silver Alerts, and Evacuation Alerts on the sign at no charge on an as-needed basis as determined by the City.

(i) The tallest portion of the reconstructed sign, including appurtenances, shall not exceed the current height of the sign on the same property and same location as the sign being removed.

(j) All new utilities to the reconstructed sign shall be undergrounded.

(k) The non-conforming sign and its sign face(s) being removed as part of the exchange shall be removed prior to the issuance of the building permit to reconstruct a non-conforming sign and its sign face(s), subject to an approved reconstruction agreement.

(~~6~~ g) The casual, temporary, or illegal use of any sign shall not be sufficient to establish the existence of a nonconforming use or to create any rights in the continuance of such use.

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-24-0002

LDC TEXT AMENDMENT / CHAPTER 15

REQUEST:	Amend Chapter 15 of the Land Development Code (LDC) to allow a billboard owner to request approval of a reconstruction agreement to allow an existing billboard sign face to be reconstructed with a digital sign face in exchange for removing billboard sign faces within Port Orange and establishes criteria for a reconstructed digital sign face.
APPLICANT:	Lamar Outdoor Advertising
STAFF CONTACT:	Tim Burman, Community Development Director (386) 506-5675
STAFF RECOMMENDATION:	Not to Approve
PLANNING COMMISSION RECOMMENDATION:	Recommended Approval (July 31, 2025)
PLANNING COMMISSION RECONSIDERATION:	AUGUST 28, 2025
CITY COUNCIL DATE:	September 2, 2025

At the December 2024 Planning Commission meeting, the Planning Commission considered and approved a proposed text amendment allowing a billboard owner to request approval of a reconstruction agreement to replace an existing billboard along I-95 with a digital sign face. In exchange, the owner would be required to remove other billboard sign faces within the City of Port Orange. The amendment also established criteria for digital sign face reconstruction with the goal of reducing the overall number of billboard sign faces and improving visual aesthetics within the city.

Before the City Council reviewed the proposed amendment, the applicant submitted a request to modify their proposal. The revised text amendment expands the eligibility to allow a billboard owner to request reconstruction of a billboard with a digital sign face at the current location of any existing billboard along I-95 or Ridgewood Avenue, still in exchange for the removal of billboard sign faces within Port Orange.

The current version of the applicant's text amendment (July 2025) would permit the reconstruction of any existing billboard within the city, including those along I-95 and Ridgewood Avenue, with a digital sign face (Figure 1). While it still references the removal of

billboard sign faces within the city at a ratio of 2 faces for one digital face, it does not further the goal of removing billboards within the city.

Staff supported the December 2024 text amendment due to its clear benefit in reducing billboards, specially within the city, and enhancing the city's aesthetics. As proposed, the current proposed amendment (July 2025) could allow the reconstruction of a new billboard with digital sign face within the city.



Figure 1. Rendering of a billboard with a LED sign face.

PROPOSED TEXT AMENDMENT:

The applicant requests an amendment to the Land Development Code (LDC), allowing the static sign face on existing billboards to be replaced with a digital sign face. If approved, the amendment would allow the City Council the ability to choose to enter into an agreement with a billboard owner to allow the reconstruction of existing billboards within the City of Port Orange with a digital sign face in exchange for removing other existing billboard sign faces within Port Orange to reduce the number of billboard sign faces within Port Orange. The proposed amendment (Exhibit A) would allow a billboard owner to replace an existing billboard with a digital sign face if at least two static sign faces are removed.

Under the City's current sign regulations, a billboard is a prohibited sign. Furthermore, structural repairs or reconstruction of existing non-conforming signs is not permitted, requiring them to be removed as they become structurally unsound. The applicant has requested this amendment to allow billboard companies to be able to reconstruct some existing billboards with a digital sign face in exchange for eliminating the number of billboard sign faces within the city. According to the applicant, Daytona Beach has a similar code to incentivize the removal of billboard sign faces within their city in exchange for allowing billboards with a digital sign face on I-95. In addition, cities such as Orlando and St. Petersburg have recently

approved ordinances that reduce the number of billboard sign faces or billboards by allowing existing billboards or billboard sign faces in their city to be reconstructed with a digital sign face.

There are 13 billboards or a total of 17 billboard sign faces within Port Orange, and the applicant owns 6 billboards or a total of 10 sign faces (Exhibit B). According to the applicant, if the LDC text amendment is approved, the applicant will submit an agreement for City Council review to allow the removal of four (4) billboard sign faces located north of the intersection of Ridgewood Avenue and Nova Road and the reconstruction of a billboard structure with a digital sign face along I-95 (See Figure 2) and at the intersection of Ridgewood Avenue and Nova Road (See Figure 3) According to the applicant, the proposed billboard along Ridgewood Avenue will feature an LED sign face directed toward northbound traffic. Southbound drivers will see the blank rear side of the sign. Landscaping will be installed at the base and on the north side of the sign to eventually screen the back and enhance the surrounding area (See Figure 4 and Exhibit C).



Figure 2. Billboard along I-95 southbound, at the Dunlawton Avenue/Taylor Road interchange proposed to be rebuilt with a digital sign face.



Figure 3. Existing billboard sign with four sign faces on the east side Ridgewood Avenue, north of Nova Road within Port Orange proposed to be rebuilt with a digital sign face toward northbound traffic.

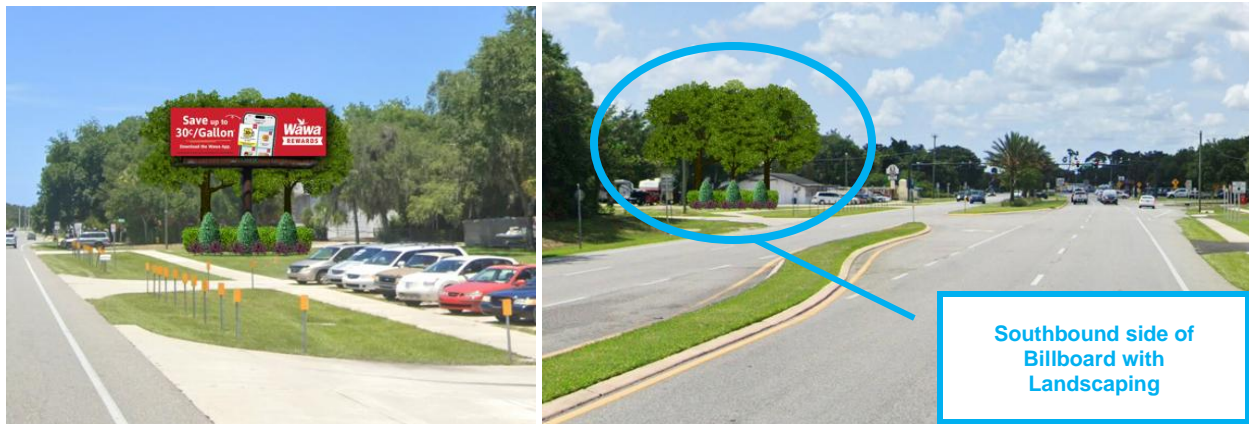


Figure 4. Proposed billboard structure with one LED sign face toward northbound traffic and landscaping and blank panel toward southbound traffic to be rebuilt on the east side of Ridgewood Avenue, north of Nova Road.

The requirements in the applicant's proposed LDC text amendment would be the minimum that a billboard owner would need to meet to replace an existing billboard sign face with a digital sign face, along with criteria for the size, height, brightness, display time, and overall operation.

If approved, the proposed text to be added to Chapter 15 is similar to the LDC text amendment approved in 2009. The 2009 text amendment allowed a billboard owner to request city council approval of a reconstruction agreement to rebuild a billboard in exchange for removing billboards destroyed by fire, flood, explosion, collapse, wind, war, or other catastrophe. The digital billboard located on the east side of the Dunlawton Bridge was built under a reconstruction agreement between the billboard owner and the City of Port Orange.

If the LDC text amendment proposed by the applicant is approved, it will allow for a billboard owner to request an agreement with the city to replace a billboard with a digital sign face at a ratio of removing at least two sign faces for each reconstructed sign face, and the reconstructed sign face will be subject to the following criteria:

1. Only an existing sign along the I-95 corridor can be reconstructed and located on the same property and in the exact location of the current sign.
2. A reconstructed sign can only be located on a property that abuts the I-95 right-of-way and Ridgewood Avenue, within the I-95 right-of-way, and in no case can a reconstructed sign be located on the property with a residential zoning district.
3. The square footage of the sign face for a reconstructed sign face **shall not exceed** that of the largest sign face removed as part of the exchange.
4. Structural components surrounding the reconstructed sign face **shall not exceed** a size of ten percent of the sign face.
5. The reconstructed sign may have a sign face with a changeable copy. If electronic or digital (See - Figure 3 on Page 4), the frequency of copy change shall be at intervals of eight seconds, and the maximum transition time between messages shall not exceed one second.
6. If a reconstructed sign is electronic or digital, it shall comply with the following: high-resolution picture quality with a pixel spacing of 20 millimeters or less.

- The digital sign face shall be high-resolution picture quality with a pixel spacing of 20 millimeters or less.
 - Messages shall not display any illumination that moves, appears to move, flashes, scrolls, or changes in intensity during the static display period, but static graphic pictures may be displayed with no limitations on color.
 - Messages shall not operate at a brightness level of more than 5,000 foot-candles during the day and 500 foot-candles from dusk to dawn.
 - Each digital sign shall have a light-sensing device to adjust the brightness of the sign face as ambient light conditions change. A malfunctioning sign face must be turned off or display a blank screen.
 - The sign area shall display emergency announcements or alerts, including, but not limited to, Amber Alerts, Silver Alerts, and Evacuation Alerts on the sign at no charge on an as-needed basis as determined by the City.
7. The tallest portion of the reconstructed sign, including appurtenances, **shall not exceed** the height of the existing sign being replaced with the reconstructed sign.
 8. All new utilities to the reconstructed sign shall be undergrounded.
 9. A billboard to be removed as part of the exchange, per an approved reconstruction agreement, shall be removed before the building permit to reconstruct a sign is issued.



Figure 3. A billboard along I-95 in Daytona Beach with a digital sign face

In addition to the text proposed by the applicant, city staff also included clean-up items to Chapter 15, Section 14 to remove duplicate code requirements that inadvertently got added more than one time when the sign code was updated in 2021 and to make the existing digital sign face requirements in Section 14 consistent with the digital sign face requirements being proposed.

RECOMMENDATION:

Staff is not recommending approval of the text amendment to Chapter 15 of the Land Development Code as the revised text amendment may not lead to the ultimate removal of billboards within the City of Port Orange.

ATTACHMENTS:

1. Exhibit A – Ordinance No. 2025-19
2. Exhibit B – Billboard locations within Port Orange
3. Exhibit C – Renderings of the proposed Billboard to be rebuilt on the east side of Ridgewood Avenue, north of Nova Road.

Exhibit A

ORDINANCE NO. 2025-19

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 15 RELATING TO NONCONFORMING SIGNS TO INCENTIVIZE THE REMOVAL OF CERTAIN EXISTING NONCONFORMING SIGNS AND SIGN FACES IN EXCHANGE FOR THE ALLOWANCE OF RECONSTRUCTING BY AGREEMENT CERTAIN EXISTING NONCONFORMING SIGNS AND SIGN FACES ALONG THE I-95 CORRIDOR AND RIDGEWOOD AVENUE; REMOVING UNINTENDED DUPLICATE LANGUAGE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the proposed amendment has been requested for the allowance of the reconstruction and replacement of an existing nonconforming sign structure with sign face(s) larger than 200 square feet in exchange for the permanent removal of other existing sign faces within the City of Port Orange; and

WHEREAS, the proposed amendment will remove duplicate code requirements that were inadvertently added multiple times when the sign code was previously updated; and

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 15, Section 14 of the Land Development Code, to read as follows:

Chapter 15 – SIGNS

Section [14]: Nonconforming signs.

[No changes to subsections (a) and (b)]

(c) Use of a nonconforming sign may be continued, subject to the following regulations:

- (1) No nonconforming sign shall be enlarged or increased in any way from its lawful size at the time it was installed or constructed, nor shall a nonconforming sign be relocated from its lawful location at the time it was installed or constructed.
- (2) Nonconforming signs or sign structures that are considered abandoned signs under this chapter shall not be permitted for reuse.
- (3) Except as authorized in subsections (e)(1) and (f)(1), hereinbelow, ~~Use~~ use of a nonconforming sign shall immediately terminate upon a change of business type, business ownership or business name, regardless of whether property ownership of the lot on which the nonconforming sign is located has been transferred.

[No changes to subsections (4) through (6)]

(d) Normal repairs, maintenance and improvements may be made to nonconforming signs or sign structures; however, the cost of such repairs, maintenance or improvements made during any two-year period shall not exceed 25 percent of the overall replacement cost of the sign or sign structure at the end of the two-year period.

(e) If any nonconforming sign is damaged by fire, flood, explosion, collapse, wind, war or other catastrophe to such an extent that the cost of repair and reconstruction will exceed 50 percent of the overall replacement cost of the sign at the time of damage, it shall not be repaired or reconstructed except in full conformity with the provisions of this code, except as follows:

- (1) A nonconforming offsite sign damaged by catastrophe exceeding 50 percent of the overall replacement cost of the sign may be reconstructed pursuant to the authority set forth in F.S. § 70.20, if the reconstruction agreement complies with all of the requirements set forth as follows:
 - (a) The reconstructed sign shall be located on the same property as the damaged sign.
 - (b) The reconstructed sign shall be located within a commercially zoned district, not including a planned commercial development or a planned unit development zoned district and shall comply with the requirements of this chapter regarding prohibited signs.
 - (c) The sign owner shall submit a proposed agreement for the reconstructed sign to the city for review.
 - (d) City council shall determine whether to approve or deny the proposed agreement submitted in accordance with this section; The reconstructed sign shall be a nonconforming sign.
 - (e) The sign owner agrees to remove or to abstain from rebuilding other damaged nonconforming signs within the city at a ratio of at least four sign faces for each reconstructed sign face
 - (f) The sign owner agrees to remove or to abstain from rebuilding other damaged nonconforming signs within the city at a ratio of at least four sign faces for each reconstructed sign face.
 - (g) The vertical dimension for the reconstructed sign face shall not exceed 25 percent of the permitted building height in the commercial district or 12 feet, whichever is greater in height.
 - ~~(h) The vertical dimension for the reconstructed sign face shall not exceed 25 percent of the permitted building height in the commercial district or 12 feet, whichever is greater in height.~~
 - ~~(i) The vertical dimension for the reconstructed sign face shall not exceed 25 percent of the permitted building height in the commercial district or 12 feet, whichever is greater in height.~~
 - (h_j) The reconstructed sign face shall not exceed the square footage of the largest damaged sign face for any one sign display being removed or not rebuilt, notwithstanding the location within the city of the sign face removed or not rebuilt.
 - ~~(k) The reconstructed sign face shall not exceed the square footage of the largest sign face for any one sign display being removed or not rebuilt, notwithstanding the location within the city of the sign face removed or not rebuilt.~~

- (ii) Structural components surrounding the sign face shall not exceed a size of ten percent of the sign face.
 - (j~~m~~) The reconstructed sign face may change copy and if electronic or digital, the frequency of copy change shall not be less than ~~ten~~ eight second intervals, and the maximum transition time between messages shall not exceed one second.
 - (k~~n~~) The reconstructed sign, if electronic or digital, shall provide a high-resolution picture quality with pixel spacing of 20 millimeters or less. Messages shall not display any illumination that moves, appears to move, flashes, scrolls, or changes in intensity during the static display period, but static graphic pictures may be displayed with no limitations on color. Messages shall not operate at a brightness level of more than 5,000 foot-candles during the day and 500 foot-candles from dusk to dawn. Each digital sign shall have a light-sensing device to adjust the brightness of the sign face as ambient light conditions change. A malfunctioning sign face must be turned off or display a blank screen. Sign shall display emergency announcements or alerts, including, but not limited to Amber Alerts, Silver Alerts, and Evacuation Alerts on the sign at no charge on an as-needed basis as determined by the City.~~The reconstructed sign, if electronic or digital, shall provide a high-quality resolution for the display of not more than eight-millimeter pixel spacing, and shall include dimmers installed and operated to eliminate glare, and at night the sign face display light shall not exceed a brightness levels of more than 0.3 foot-candles above ambient light as measured using a foot candle (Lux) meter at a preset distance depending on sign area. Illuminance measurement requires two steps: First — ambient light shall be measured with the sign turned off. Second — sign light output shall be measured with the sign turned on as a solid white display. The difference between the two measurements shall be 0.3 foot-candles or less. The distance at which to take measurements is calculated with the following formula and rounded to the next whole number: Measurement distance = $\sqrt{\text{Area of sign square feet} \times 100}$.~~
 - (l~~o~~) The tallest portion of the reconstructed sign, including appurtenances, shall not exceed the permitted building height in the commercial district.
 - (m~~p~~) The sign agreement shall not contain any provision that would require the city shall not be required to pay compensation for any sign removed or not rebuilt pursuant to the agreement.
 - (n~~q~~) The reconstructed sign shall comply with setback, landscaping, and architectural standards consistent with the requirements for the construction of a building within the zoning district and applicable design manuals.
- (f) In an effort to reduce the number of nonconforming signs located within the city that have a sign face greater than 200 square feet, an existing nonconforming sign with a sign face greater than 200 square feet may be reconstructed pursuant to the authority set forth in F.S. § 70.20, provided that the number of reconstructed sign faces result in a net reduction

in the number of sign faces greater than 200 square feet within the city and the reconstruction agreement complies with all of the requirements set forth as follows:

- (1) Only an existing nonconforming sign with a sign face greater than 200 square-feet located along Ridgewood Avenue or the I-95 corridor can be reconstructed with a new sign face. A new sign face may be reconstructed on a new sign structure in exchange for the removal of at least two (2) sign faces located within the city so long as each sign face to be removed is greater than 200 square-feet. The reconstruction of a nonconforming sign with a new sign face (s) may be in the same location as the removed nonconforming sign and sign face(s). This exchange shall comply with all of the requirements set forth as follows:
 - (a) The reconstructed nonconforming sign structure and sign face(s) shall either be (1) reconstructed in generally the same location, on the same property where the existing nonconforming sign structure and sign face(s) is located; or (2) reconstructed in generally the same location, on the same property as an existing nonconforming sign and sign face(s) located along I-95 that is to be removed in the course of reconstruction.
 - (b) A reconstructed sign can only be located on property that abuts Ridgewood Avenue or the I-95 right-of-way, or is within the I-95 right-of-way. A reconstructed sign cannot be located on property within a residential zoning district.
 - (c) The sign owner shall submit a proposed reconstruction agreement to reconstruct a sign for the city for review.
 - (d) City Council shall determine whether to approve or deny the proposed reconstruction agreement submitted in accordance with this section; The reconstructed sign shall continue to be a nonconforming sign.
 - (e) The sign face for a reconstructed sign shall not exceed the square footage of the largest sign face removed as part of the exchange.
 - (f) Structural components surrounding the reconstructed sign face shall not exceed a size of ten percent of the sign face.
 - (g) The reconstructed sign may have a sign face with a change copy, and if electronic or digital, the frequency of copy change shall not be less than eight-second intervals, and the maximum transition time between messages shall not exceed one second.
 - (h) If electronic or digital, the reconstructed sign face, shall provide a high-resolution picture quality with pixel spacing of 20 millimeters or less. Messages shall not display any illumination that moves, appears to move, flashes, scrolls, or changes in intensity during the static display period, but static graphic pictures may be displayed with no limitations on color. Messages shall not operate at a brightness level of more than 5,000 foot-candles during the day and 500 foot-candles from

dusk to dawn. Each digital sign shall have a light-sensing device to adjust the brightness of the sign face as ambient light conditions change. A malfunctioning sign face must be turned off or display a blank screen. Sign shall display emergency announcements or alerts, including, but not limited to Amber Alerts, Silver Alerts, and Evacuation Alerts on the sign at no charge on an as-needed basis as determined by the City.

(i) The tallest portion of the reconstructed sign, including appurtenances, shall not exceed the current height of the sign on the same property and same location as the sign being removed.

(j) All new utilities to the reconstructed sign shall be undergrounded.

(k) The non-conforming sign and its sign face(s) being removed as part of the exchange shall be removed prior to the issuance of the building permit to reconstruct a non-conforming sign and its sign face(s), subject to an approved reconstruction agreement.

(6 g) The casual, temporary, or illegal use of any sign shall not be sufficient to establish the existence of a nonconforming use or to create any rights in the continuance of such use.

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

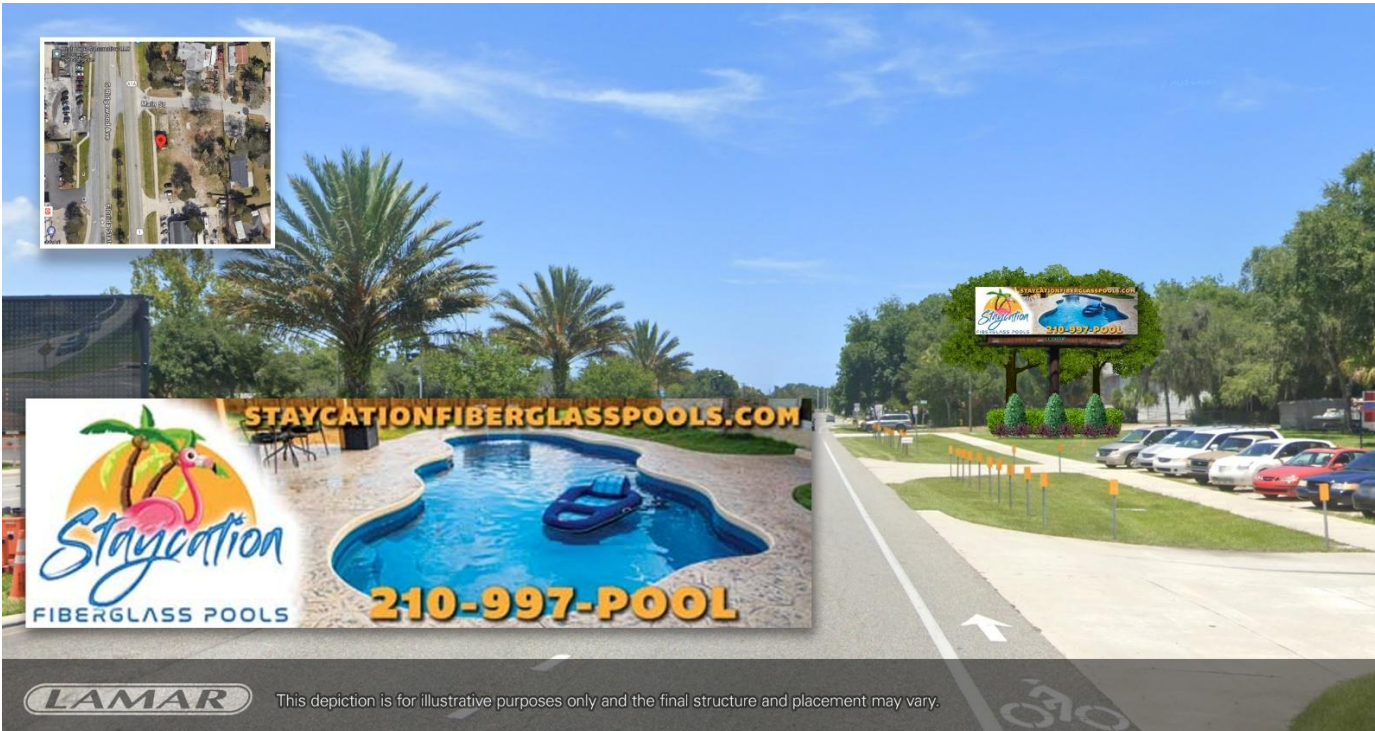
Reviewed and Approved: _____
Shannon K. Balmer, Senior Assistant City Attorney

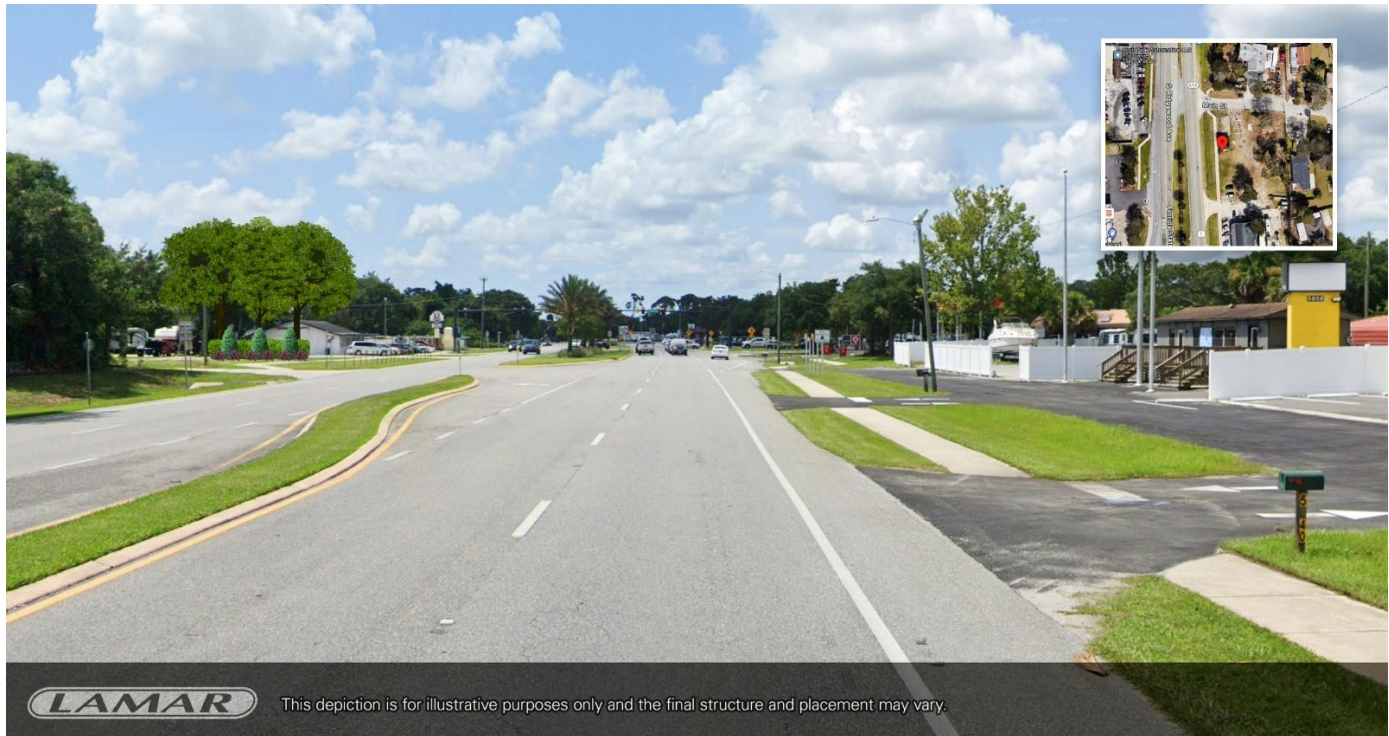
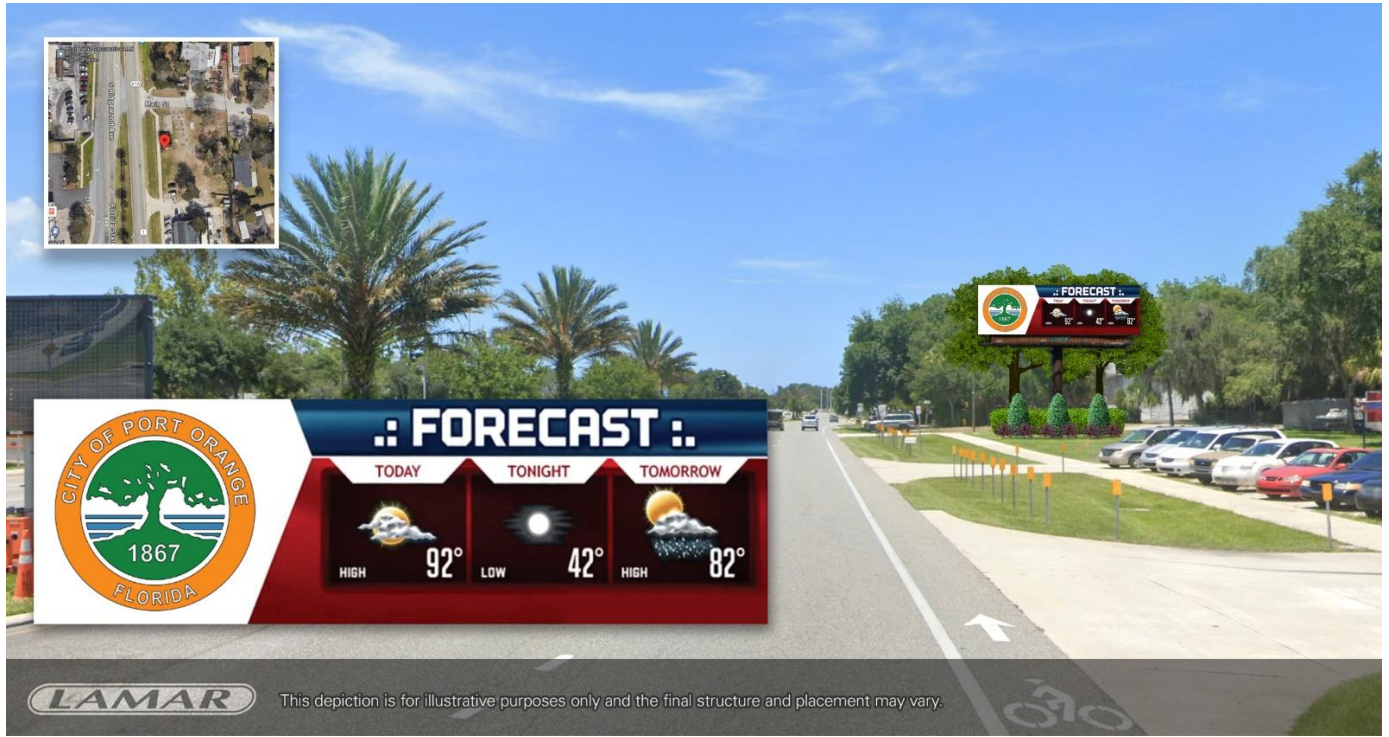
Exhibit B

Existing Billboard Locations with Port Orange



EXHIBIT C







Business Impact Estimate

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

Proposed ordinance's title/reference:

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

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The proposed ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

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

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

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

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:

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful² (if any):

² You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.