



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

NOVEMBER 18, 2025

AGENDA

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

A. OPENING

1. Silent Invocation
2. Pledge of Allegiance
3. Roll Call
4. Susan Lovallo - Parks and Recreation Events Briefing
5. Public Comments on Consent Agenda Items Only

B. CONSENT AGENDA

6. Approval of Minutes
 - a. Regular City Council Meeting - November 4, 2025
7. Bid Awards and Contract Items
 - a. Approval of Task Authorization No. 15 with Pegasus Engineering, LLC for the development of the grant application to submit for FEMA Flood Mitigation Assistance (FMA) for the Elevation of five (5) Flood-Prone Homes
 - b. Approval of Task Authorization No. 16 with Pegasus Engineering, LLC for the development of the grant application to submit for the FEMA Flood Mitigation Assistance (FMA) Application for the Mitigation and Reconstruction of two (2) Flood-Prone Homes
 - c. Approval of Task Authorization No. 17 with Pegasus Engineering, LLC for the development of the grant application to submit for the FEMA Flood Mitigation Assistance (FMA) for the Acquisition and Demolition of twelve (12) Flood-Prone Homes

d. Approval of Change Order No. 2 to the EJCDC Agreement for ITB #24-13 for the Jackson Street and Oak Street Drainage Improvements Project with GPS Civil Construction, Inc.

8. Acceptance of the 2025 Annual Concurrency Management Report

9. Resolution No. 25-47 - Amending Defined Contribution Retirement Plans to Implement SECURE Act 1.0 and 2.0

10. Resolution No. 25-51 - Budget Amendment - FY2024 - 2025 Final Year End True-Up

11. Resolution No. 25-52 - Capital Encumbrance and Project Balance Roll Forward Budget Amendment for Fiscal Year 2025-2026

C. CITY COUNCIL/EASTPORT BUSINESS CENTER CRA JOINT SPECIAL MEETING

D. RECOGNITION AND PROCLAMATIONS

12. Small Business Saturday Proclamation

E. PUBLIC PARTICIPATION (Agenda)

13. Cops for Christmas Program - Officer Wayne Jean

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

G. COMMENTS AND ADDITIONAL ITEMS

14. Council Members

15. City Attorney

16. City Manager

H. SPECIAL REPORTS

17. ArtHaus Annual Update

I. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

18. Citizen Advisory Committee for TPO

19. General Employee's Pension Board Appointment

J. REGULAR AGENDA

20. Discuss waiving the 12-month waiting period for submitting a new rezoning application for the Vintage Acres site

K. PUBLIC HEARING

21. First Reading - Ordinance No. 2025-29 - Comprehensive Plan Amendment/Annual Capital Improvements Element Update

L. COUNCIL COMMITTEE REPORTS

22. City Council Committee Reports

- a. First Step Shelter - Councilman Shawn Goepfert
- b. Port Orange/South Daytona Chamber of Commerce - Councilman Shawn Goepfert
- c. ArtHaus - Vice Mayor Tracy Grubbs
- d. Police Pension Board - Councilman Lance Green
- e. Fire Pension Board - Councilman Jonathan Foley
- f. Roundtable of Elected Officials - Mayor Scott Stiltner

M. ADJOURNMENT

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



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



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

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

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

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

Jonathan Foley and Seconded by Vice Mayor Tracy Grubbs. Motion carried unanimously by roll call vote.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Joey Posey, attorney for the Vintage Acres applicant, expressed his concerns with the outcome of the project presented at the last Council meeting, and requested a waiver of the code provision requiring a 12-month waiting period to bring the item back for City review.

COMMENTS AND ADDITIONAL ITEMS

9. Council Members

Councilman Jonathan Foley advised he intends to be present for the next Council meeting but understands the issues playing out at airports around the nation due to the federal government shut down.

Vice Mayor Tracy Grubbs attended the Volusia County Council meeting earlier in the day. He commented on the Parks and Recreation Department's Trunk or Treat event, expressing appreciation to the staff for their hard work and dedication. He also congratulated the Finance Department for winning the pumpkin decorating contest and recognized their successful implementation of the new Tyler system, noting how beneficial it has been.

Councilman Lance Green shared his thoughts on the Trunk or Treat event and the Vintage/Paylin Acres project discussed during public comments by Mr. Posey. He also reflected on the process followed during the last meeting.

Motion to waive the 12-month waiting period was made by Councilman Lance Green and Seconded by Councilman Shawn Goepfert.

City Attorney Matt Jones read the ordinance related to the 12-month provision, explaining that the Council has the authority to waive it.

Mayor Scott Stiltner suggested that this matter be placed on a future agenda rather than voted on immediately, allowing the public an opportunity to hear the discussion and provide comments.

Councilman Goepfert discussed the process and voiced his concerns, emphasizing that a decision of this significance should be made when all Council members are present.

Council members further discussed the voting process at the previous meeting, voiced their concerns, and debated whether the waiver request should be scheduled as a formal agenda item.

Councilman Lance Green withdrew his motion, and Councilman Shawn Goepfert withdrew his second.

Motion to add a discussion item on the next available agenda to discuss waiving the 12-month waiting period provision was made by Councilman Lance Green and seconded by Councilman Shawn Goepfert.

Mr. Clark clarified with Council that this item will be on the November 18 meeting agenda.

Resident Stan Schmidt shared his perspective on the original motion.

Resident Mr. Posey expressed his appreciation to the Council for placing the matter on a future agenda for further discussion.

The motion carried unanimously by roll call vote.

Councilman Goepfert commended staff for their hard work on the Trunk or Treat event.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

10. Planning Commission Board Re-appointments (x2)

Mayor Stiltner introduced the item, advised Ms. Mills-Benat would be unable to attend, and invited Scott Steger to come up to say a few words.

Mr. Steger expressed his appreciation and his desire to continue to serve on the Planning Commission Board.

Motion to re-appoint Scott Steger and Maria Mills-Benat to the Planning Commission was made by Councilman Lance Green and Seconded by Councilman Jonathan Foley. Motion carried unanimously by voice vote.

PUBLIC HEARING

11. Second Reading - Ordinance No. 2025-02 - Revising Defined Contribution Retirement Plan

City Attorney Jones read Ordinance No. 2025-02.

ORDINANCE NO. 2025-02

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE VI, 2003 GENERAL EMPLOYEES' RETIREMENT SYSTEM, AMENDING SECTION 54-175, DEFINED CONTRIBUTION RETIREMENT PLAN, TO RELY ON THE PLAN ADOPTION AGREEMENTS APPROVED BY CITY COUNCIL DESCRIBING THE TERMS APPLICABLE TO EACH OF THE PLANS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2025-02 was made by Councilman Jonathan Foley and Seconded by Councilman Shawn Goepfert. Motion carried unanimously by roll call vote.

12. Second Reading - Ordinance No. 2025-28 – Land Development Code (LDC) Amendment/Chapter 9 - Residential Dock and Commercial Marina Regulations (Case No. DCAM-25-0004)

City Attorney Jones read Ordinance No. 2025-28.

ORDINANCE NO. 2025-28

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 9 RELATING TO RESIDENTIAL DOCKS AND COMMERCIAL MARINA REGULATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2025-28 was made by Councilman Jonathan Foley and Seconded by Vice Mayor Tracy Grubbs. Motion carried unanimously by roll call vote.

REGULAR AGENDA

13. City Attorney Evaluation

Mayor Stiltner provided an overview of the process for the City Attorney and City Manager's evaluations and asked Council members to provide feedback for both.

Mayor and Council members made positive comments on Matt Jones' performance, expressing their appreciation for his knowledge, education and guidance as well as his staff's hard work.

Mayor and Council members further discussed pay increase options, taking into consideration years of service, population, and surrounding municipalities' salaries for this position. They also clarified the defined contribution retirement plan percentage that was set last year and will increase again in 2026.

Motion to approve an annual wage increase from \$180,000 to \$195,000, effective the next pay period, was made by Councilman Jonathan Foley and Second by Councilman Shawn Goepfert. Motion carried 4-1 by roll call vote with Councilman Lance Green voting no.

Mr. Jones expressed his appreciation to the Council and his staff.

14. City Manager Evaluation

Mayor and Council members commended Wayne Clark for his strong performance, notable achievements, professionalism, adaptability, leadership skills, and effective organizational management. They also expressed appreciation for his guidance, expertise, and the dedication of his staff.

Mayor and Council members further discussed pay increase options, taking into consideration years of service, population, and surrounding municipalities' salaries for this position. They also clarified the defined contribution retirement plan percentage that was set last year and will increase again in 2026.

Motion to approve an annual wage increase from \$195,000 to \$220,000, effective the next pay period, was made by Councilman Jonathan Foley and Second by Councilman Shawn Goepfert. Motion carried unanimously by roll call vote.

Mr. Clark thanked the Council and his staff.

Mr. Jones asked Council for a consensus on evaluations prior to the approval of the budget moving forward. All agreed.

COUNCIL COMMITTEE REPORTS

15. City Council Committee Reports

a. Volusia Flagler TPO - Councilman Jonathan Foley

Vice Mayor Tracy Grubbs attended the Volusia Flagler TPO meeting on behalf of Councilman Jonathan Foley and provided an update.

ADJOURNMENT - 8:07 p.m.

Attest:

Mayor Scott Stiltner

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 11/18/2025

SUBJECT: (B7a) Approval of Task Authorization No. 15 with Pegasus Engineering, LLC for the development of the grant application to submit for FEMA Flood Mitigation Assistance (FMA) for the Elevation of five (5) Flood-Prone Homes

DEPARTMENT: Community Development

GOAL: 1 - Public Safety; 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Task Authorization No. 15 with Pegasus Engineering, LLC and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Pegasus Engineering, LLC has an existing contract with the City to prepare and submit FEMA grant applications. Staff is requesting authorization for Pegasus Engineering, LLC to begin work for the eventual submittal of a FEMA Flood Mitigation Assistance (FMA) grant application to the Florida Division of Emergency Management (FDEM). The future application is to secure FEMA funding to offset the costs associated with elevating five (5) flood-prone homes in the Special Flood Hazard Area that have experienced repetitive flooding (see Exhibit 1 – Map). All 5 properties have had at least 2 recorded flood events, with some having flooded more than 4 times over the last 10–20 years. The five property owners are voluntarily participating and will be responsible for obtaining an Elevation Certificate and Structural Analysis to ensure the home can be lifted and result in a positive cost-benefit ratio, along with a percentage of the construction costs to elevate their home.

Task Authorization No. 15 will not exceed \$33,500.00. The Pegasus fee will be eligible for full reimbursement from FEMA as post-award management costs under a Sub-Recipient Management Cost allocation (100% Federal match).

Although the FMA grant application period for 2025-2026 has not been announced, staff is requesting authorization to engage Pegasus to coordinate with the property owners, collect required documentation, complete the required cost-benefit analysis, and prepare the grant application. Once FEMA opens the application period, the submission window is typically limited to approximately three (3) months.

Over the last 2-3 years, staff have received over 100 inquiries from property owners interested in elevating their homes. From the original 100 inquiries, 91 Port Orange homeowners applied to Elevate Florida for Structural Elevation, and 8 were approved for Elevate Florida grants. Staff maintains a list with approximately 83 homeowners still interested in elevating their homes and looking for grant funding to do so. With the goal

of assisting the most vulnerable properties, staff identified 5 of the 83 properties for inclusion in the FMA grant application because they are classified by FEMA as Repetitive Loss or Severe Repetitive Loss properties, making them eligible for a higher percentage of federal funding reimbursement. FEMA provides 90% funding for Repetitive Loss properties and 100% funding for Severe Repetitive Loss. The homeowners who voluntarily participate in this grant application will be responsible for the non-federal cost share of construction costs, ranging from 0% to 10%. Reducing the number of properties that experience repeated flooding is a key objective of the adopted Volusia County Integrated Floodplain Management Plan and the National Flood Insurance Program's Community Rating System (CRS). The City of Port Orange has more than 360 Repetitive Loss properties and, as a CRS participant, is required to develop a Repetitive Loss Area Analysis or Floodplain Management Plan to address areas that experience frequent flooding.

A separate Resolution will be presented to City Council in early 2026 to formally authorize the City's submission of the Flood Mitigation Assistance (FMA) grant application once the program opens. The estimated cost to elevate the five (5) participating properties is approximately \$1.75 million. Since homeowners cannot apply directly for FMA funding, all applications must be submitted through the City. If approved, funding will be incorporated into next year's Capital Improvement Plan (CIP). The FMA program operates as a cost-reimbursement grant, in which the City will procure a contractor to complete the work and will be reimbursed by FEMA upon project completion. Participating homeowners will be required to provide their cost share before construction begins.

The City's Hazard Mitigation Grant Program (HMGP) award under Hurricane Idalia for the acquisition of three properties is currently in progress and anticipated to conclude next year. The City will be reimbursed approximately \$984,000 of the \$1,312,000 total acquisition cost in the summer of 2026, which will help offset local funding needs associated with the proposed FMA grant. As with all FEMA mitigation grants, the review and approval process is extensive and typically spans three to five years from application submittal to grant award.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Pegasus Engineering LLC Task Authorization No 15 - Application for elevation of 5 flood-prone homes	Pegasus Engineering LLC Task Authorization No 15 - Application for elevation of 5 flood-prone homes.pdf
2.	Exhibit 1 Attachment 2025-2026 FEMA Flood Mitigation Assistance - Elevation Map	Exhibit A 2025-2026 FEMA Flood Mitigation Assistance - Elevation Map.pdf
3.	FMA Grant Application Services (5 Home Elevation) 10-29-25	FMA Grant Application Services (5 Home Elevation) 10-29-25.pdf

Margaret Tomlinson

Created/Initiated - 10/27/2025

Tim Burman

Approved - 10/27/2025

Linda Truitt

Approved - 10/29/2025

Shannon Balmer

Approved - 11/04/2025

Wayne Clark

Final Approval - 11/05/2025

TASK AUTHORIZATION NO. 15
Contract for Services dated May 16, 2023
Between the City of Port Orange, Florida and Pegasus Engineering, LLC

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **PEGASUS ENGINEERING, LLC** ("Contractor"), a Florida limited liability corporation with its principal place of business at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708, and hereinafter collectively referred to as the "Parties," and is to that certain Contract for Services dated as specified above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to FEMA Flood Mitigation Assistance (FMA) application for the Elevation of five (5) Flood-Prone Homes, and as more particularly described in Contractor's Proposal, attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Contractor shall complete the services within two (2) years from the Notice to Proceed issued by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$33,500.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Truth-in-Negotiations.
 - a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - b. Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the

execution of this Contract of Task Authorization.

6. Compliance with Other Federal Standards.

(a) Remedies. The Contract addresses administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See Contract Paragraph 8 - Termination for Default.

(b) Termination for Cause and Convenience. This Contract addresses termination for cause and for convenience by the City, including how it will be carried out and the basis for settlement. See above Paragraph 6 - Termination for Convenience of the City, Paragraph 8 – Termination for Default and Paragraph 11 - Termination for Non-Appropriation of Funds.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish

information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such

litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract was conditioned upon the acceptance of the Department of Labor Wage Determination.

If applicable, the City included the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full below, and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

“(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or

(C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under

the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is

not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the

program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for

the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1).”

(e) Copeland Anti Kick Back Act: Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any

subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or

subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act. This provision is required for contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33

U.S.C. 1251– 1387) as amended.

“Clean Air Act”

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Recipient (if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment: This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer

or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

(k) Procurement of Recovered Materials: Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(ii) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) *Exceptions.*

- (1) This clause does not prohibit Contractors from providing—
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 - 1. Are *not used* as a substantial or essential component of any system; *and*
 - 2. Are *not used* as critical technology of any system.
 - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(i) *Reporting requirement.*

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this

clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any Contract change, modification, amendment, addendum, Change Order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms. See above Paragraph 15 - Modifications or Changes to this Contract.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with

Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

30. Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).

7. If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).

8. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed

valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses:

PEGASUS ENGINEERING, LLC

Printed Name: _____ By: _____
Fursan Munjed, Managing Member

Date: _____

Printed Name: _____

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

CITY OF PORT ORANGE

By: _____
Scott Stiltner, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT "1"

Contractor's Quote

Consisting of 7 Pages



October 29, 2025

P-229961

Ms. Margaret Tomlinson, RLA, LEED AP
Construction & Engineering Manager
Community Development
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

**Re: Grant Application Development Services for
FY 2025 FEMA FMA Grant Program under
Project Continuing Contract No. RFSQ #23-11**

Subj: Elevation of 5 Flood-Prone Homes Project

Dear Ms. Tomlinson:

As requested, we are pleased to submit this proposal to the City of Port Orange to perform grant application development services associated with the Elevation of 5 Flood-Prone Homes as part of the Flood Mitigation Assistance Program (FMA) corresponding to Fiscal Year 2025.

Pegasus Engineering understands that the City of Port Orange submitted a Notice of Intent (NOI) to the Florida Division of Emergency Management (FDEM) on August 28, 2025, to establish eligibility for Fiscal Year 2025 FMA funding in support of the proposed Elevation of 5 Flood-Prone Homes Project. This proposal encompasses the preparation and submittal of a comprehensive FMA grant application for the elevation of 5 homes with a documented risk of repetitive flooding. The specific properties to be elevated have been identified and selected by the City. If the project is awarded FMA funding, these professional services may qualify for up to 100% reimbursement through the Sub-Recipient Management Cost program.

Upon the successful FMA funding obligation of the FMA grant projects by the State and FEMA, and upon a request by the City of Port Orange, Pegasus Engineering would be pleased to submit a separate proposal to provide grant administration services (i.e., quarterly reports, reimbursement requests, close-out procedures, etc.). Upon FEMA approval, these costs may be eligible for up to 100% reimbursement through the Sub-Recipient Management Cost program.

"Engineering a Higher Standard"

301 West State Road 434, Suite 309, Winter Springs, FL 32708 • 407-992-9160 • Fax 407-358-5155

Under this contract, Pegasus Engineering will be responsible for the performance of the following tasks, at a minimum:

1. Review various e-mail correspondence from the City and the homeowners documenting the reported flooding associated with various hurricanes and other storm events.
2. Perform active coordination with City of Port Orange staff to discuss observed and claimed flooding extent and steps to follow in consideration of the removal of structures from harm's way, via the implementation of the proposed flood mitigation project.
3. Download, print out, organize, review, and summarize the resident responses to the City's letters and questionnaires.
4. Assist the City with coordinating with homeowners involved in the project to address specific mitigation questions and concerns, as needed.
5. Review available flood loss history, elevation certificates, flood insurance declaration documents, and elevation proposals provided by City of Port Orange officials and the homeowners.
6. Perform a field assessment of the homes that will be part of the FMA application.
7. Coordinate with City of Port Orange staff regarding the finished floor elevations, photographs of each structure, structural engineering assessments, required signatures from homeowners on FEMA-specific forms, as deemed necessary, etc.
8. Coordinate with City of Port Orange and different mitigation contractors regarding the mitigation proposals, proposed mitigation costs, and implementation associated with each structure.
9. Collect the supporting technical documentation associated with the various structures to be mitigated for the preparation of the Benefit-Cost Analysis (BCA).
10. Prepare a FEMA 2025 FMA application package, which will include, but may not be limited to, the following information:

- ✓ FMA Online Application

- ✓ Local Mitigation Strategy Support Letter
- ✓ Supporting Figures and Exhibits (including USGS Topo Maps, FIRM Maps, etc.)
- ✓ Budget / Costs Estimate, including materials, labor, and fees paid
- ✓ Project Scope of Work
- ✓ Photographic Documentation (Dry Conditions)
- ✓ Environmental Justice
- ✓ Concurrence Letter from the Floodplain Manager
- ✓ Flood Insurance Documentation
- ✓ Property Appraiser Reports
- ✓ Mitigation Specific Forms
- ✓ Recorded Historic Damages
- ✓ BCA Data Source Justification

11. Submit a final FEMA FMA application package to FDEM via the online portal on or before the deadline for submission as established by FEMA.
12. Address Requests for Information (RFI) from FDEM staff during the programmatic, engineering, and environmental reviews of the FMA application. These efforts will include direct coordination with the City and FDEM representatives during the review of the grant application.
13. As part of FDEM's technical review process, Pegasus will coordinate with City staff to update and/or revise specific sections of the grant application, as necessary, to incorporate FDEM's review comments.
14. Attend City Commission Meetings with scheduled agenda items encompassing discussions related to this mitigation project, as needed.
15. Prepare project status reports via monthly invoices.

The above-described services will be performed for a not-to-exceed fee amount of **\$33,500**, in accordance with the attached manhour and fee estimate (refer to Attachment "A"). Reimbursable expenses, such as courier, tolls, mileage, photocopies, plotting, and exhibits incurred in connection with the above-described work will be included in the above quoted fee.

Ms. Margaret Tomlinson, RLA, LEED AP
October 29, 2025

We appreciate the opportunity to serve the City of Port Orange on this important assignment. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Respectfully,



PEGASUS ENGINEERING, LLC
David W. Hamstra, P.E., CFM
Stormwater Department Manager

cc: Valerie Duhl, City of Port Orange
Leylah Saavedra, Pegasus Engineering

Ms. Margaret Tomlinson, RLA, LEED AP
October 29, 2025

**City of Port Orange
Grant Application Development Services for the
Elevation of 5 Flood-Prone Homes
Under the FY 2025 FEMA FMA Grant Program
Project Continuing Contract No. RFSQ #23-11**

Approved for Pegasus Engineering, LLC

	Principal	October 29, 2025
Fursan Munjed, P.E.	Officer's Title	Date

This proposal is hereby accepted and authorization to proceed is hereby given.
(Please return one executed copy of this proposal for our Pegasus Engineering records).

See Page 21 of COPO Task Authorization No. 15

_____	_____	_____
Authorized Signature	Officer's Title	Date

EXHIBIT "A"
Manhour and Fee Estimate
for the

GRANT APPLICATION DEVELOPMENT FOR THE ELEVATION OF 5 FLOOD-PRONE HOMES
FY 2025 FLOOD MITIGATION ASSISTANCE GRANT PROGRAM



Task Description	Grant Program Manager (Hamstra, P.E.)	Grant Project Manager (Saavedra, P.E.)	Grant Management Specialist (Whikehart, P.E.)	Sr. Designer/ GIS Technician (Greenough)	Administrative Assistant (Villanueva, Tirado)	Task Hours	Task Fees	
Standard Hourly Rates	\$195.00	\$185.00	\$150.00	\$120.00	\$85.00			
Review various e-mail correspondence from the City and the homeowners documenting the reported flooding		4	4		2	10	\$1,510.00	
Perform active coordination with City staff to discuss project specifics	4	4				8	\$1,520.00	
Download, print out, organize, review, and summarize the resident responses to the letters and questionnaires	2	5	3		2	12	\$1,935.00	
Assist the City with coordinating with homeowners involved in the project to address specific mitigation questions, as needed		5			4	9	\$1,265.00	
Review available flood loss history, elevation certificates, flood insurance declaration documents, etc.		5	5		2	12	\$1,845.00	
Perform a field assessment of the homes that will be part of the FMA application	8	8				16	\$3,040.00	
Coordinate with City staff regarding the finished floor elevations, photographs, pre-bidding coordination, etc.		4	2		1	7	\$1,125.00	
Coordinate with mitigation contractors regarding the proposed mitigation costs		2				2	\$370.00	
Collect and summarize in a database the supporting technical documentation per structure to be mitigated			4			4	\$600.00	
Prepare a preliminary Benefit Cost Analysis of the structures that participate in the flood mitigation project	4	8				12	\$2,260.00	
Prepare a draft FEMA FMA application packet, including figures and relevant supporting documentation	2	24	12	16	2	56	\$8,720.00	
Prepare and submit a final FEMA FMA application package to FDEM via the online portal		4			4	8	\$1,080.00	
Address Requests for Information (RFI) from FDEM staff during the programmatic, engineering, and environmental reviews	2	12	6	3	2	25	\$4,040.00	
Coordinate with City staff to update and/or revise specific sections of the grant application, to incorporate FDEM's comments		2	2		2	6	\$840.00	
Prepare for and attend City Commission Meetings regarding the mitigation project, as needed	4	4				8	\$1,520.00	
Project Administration (Status Reports via Monthly Invoices)	6	1			3	10	\$1,610.00	
TASK HOURS	32	92	38	19	24	205		
TASK LABOR COSTS	\$6,240.00	\$17,020.00	\$5,700.00	\$2,280.00	\$2,040.00	\$33,280.00	\$33,280.00	
PERCENT BREAKDOWN	18.8%	51.1%	17.1%	6.9%	6.1%	100.0%		
Breakdown in Fees								
(1) Labor Costs							=	\$33,280.00
(2) Reimbursable Expenses							=	\$220.00
TOTAL HOURLY NOT TO EXCEED AMOUNT							=	\$33,500.00




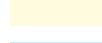
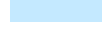




City of Port Orange

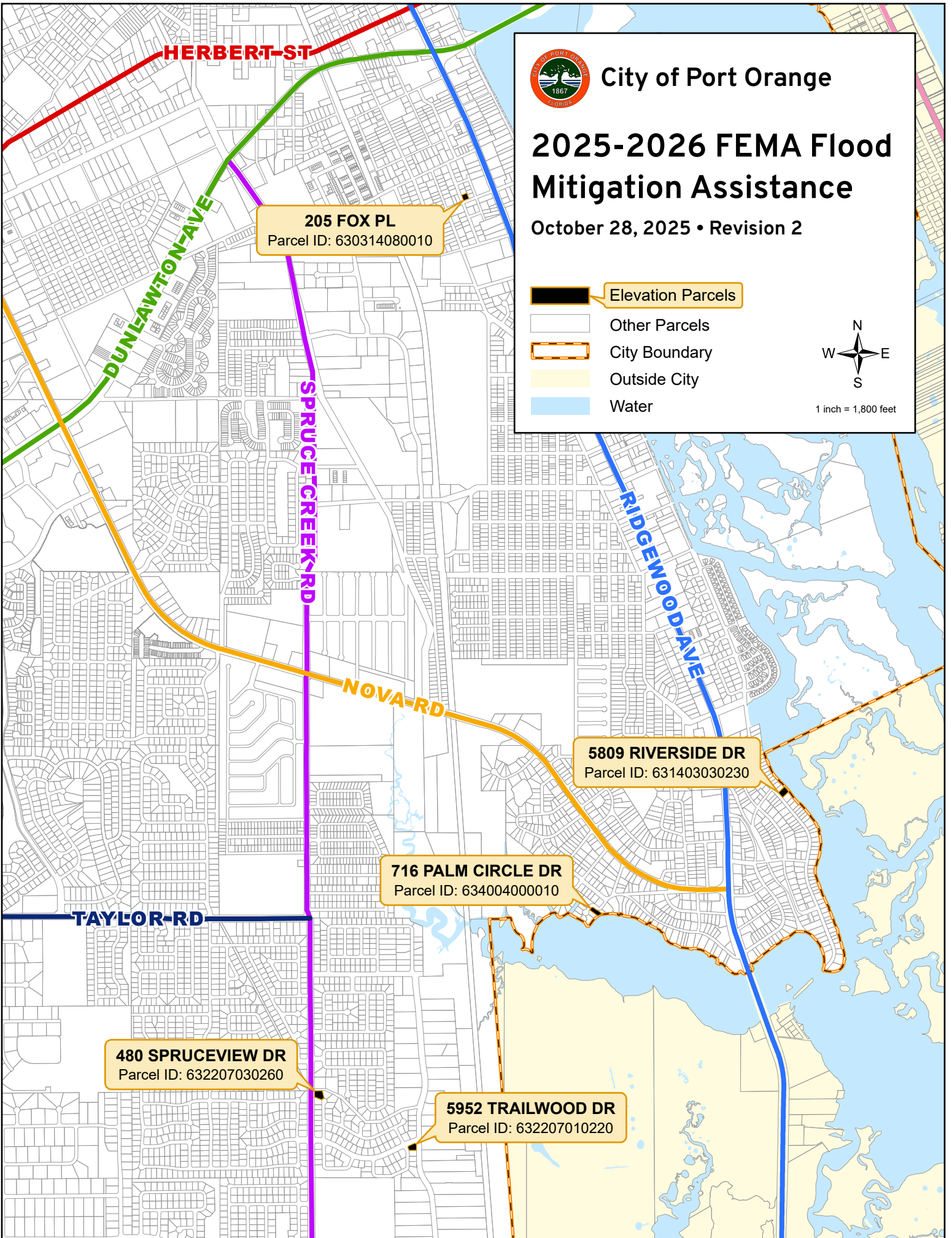
2025-2026 FEMA Flood Mitigation Assistance

October 28, 2025 • Revision 2

-  Elevation Parcels
-  Other Parcels
-  City Boundary
-  Outside City
-  Water



1 inch = 1,800 feet




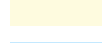
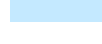




City of Port Orange

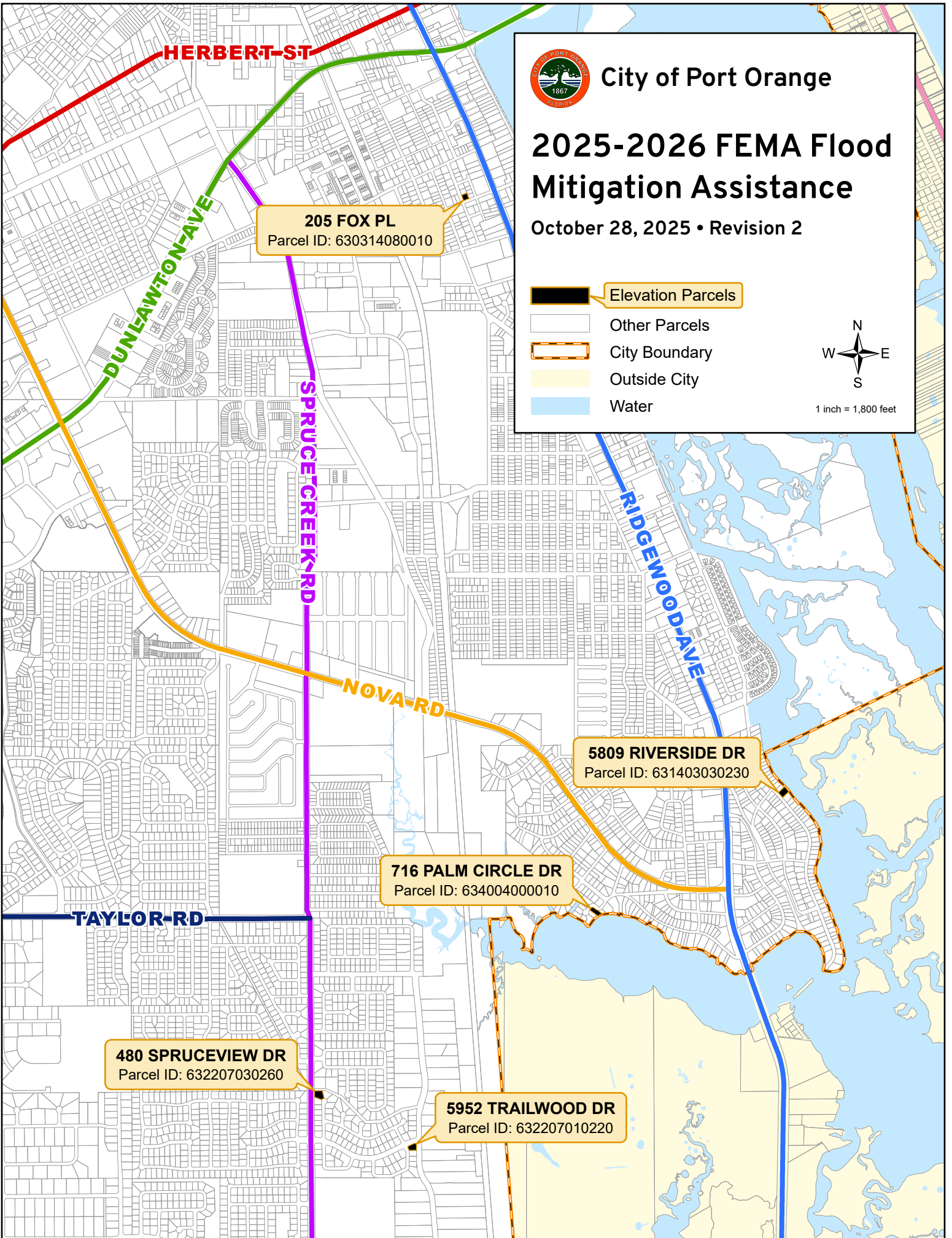
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October 28, 2025 • Revision 2

-  Elevation Parcels
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1 inch = 1,800 feet



205 FOX PL
Parcel ID: 630314080010

5809 RIVERSIDE DR
Parcel ID: 631403030230

716 PALM CIRCLE DR
Parcel ID: 634004000010

480 SPRUCEVIEW DR
Parcel ID: 632207030260

5952 TRAILWOOD DR
Parcel ID: 632207010220



October 29, 2025

P-229961

Ms. Margaret Tomlinson, RLA, LEED AP
Construction & Engineering Manager
Community Development
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

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Ms. Margaret Tomlinson, RLA, LEED AP
October 29, 2025

We appreciate the opportunity to serve the City of Port Orange on this important assignment. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Respectfully,



PEGASUS ENGINEERING, LLC
David W. Hamstra, P.E., CFM
Stormwater Department Manager

cc: Valerie Duhl, City of Port Orange
Leylah Saavedra, Pegasus Engineering

Ms. Margaret Tomlinson, RLA, LEED AP
October 29, 2025

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Grant Application Development Services for the
Elevation of 5 Flood-Prone Homes
Under the FY 2025 FEMA FMA Grant Program
Project Continuing Contract No. RFSQ #23-11**

Approved for Pegasus Engineering, LLC

	Principal	October 29, 2025
Fursan Munjed, P.E.	Officer's Title	Date

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(Please return one executed copy of this proposal for our Pegasus Engineering records).

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Authorized Signature	Officer's Title	Date

EXHIBIT "A"
Manhour and Fee Estimate
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GRANT APPLICATION DEVELOPMENT FOR THE ELEVATION OF 5 FLOOD-PRONE HOMES
FY 2025 FLOOD MITIGATION ASSISTANCE GRANT PROGRAM



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Breakdown in Fees								
(1) Labor Costs							=	\$33,280.00
(2) Reimbursable Expenses							=	\$220.00
TOTAL HOURLY NOT TO EXCEED AMOUNT							=	\$33,500.00





CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 11/18/2025

SUBJECT: (B7b) Approval of Task Authorization No. 16 with Pegasus Engineering, LLC for the development of the grant application to submit for the FEMA Flood Mitigation Assistance (FMA) Application for the Mitigation and Reconstruction of two (2) Flood-Prone Homes

DEPARTMENT: Community Development

GOAL: 1 - Public Safety; 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Task Authorization No. 16 with Pegasus Engineering, LLC and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Pegasus Engineering, LLC has an existing contract with the City to prepare and submit FEMA grant applications. Staff is requesting authorization for Pegasus Engineering, LLC, to begin work in preparation for the eventual submittal of a FEMA Flood Mitigation Assistance (FMA) grant application to the Florida Division of Emergency Management (FDEM). The future application is to secure FEMA funding to offset the costs associated with the demolition and reconstruction of two (2) flood-prone homes that have experienced repetitive flooding and have been determined to be structurally unable to be elevated. The two (2) property owners are voluntarily participating and will be responsible for obtaining an Elevation Certificate and Structural Analysis to verify that the home cannot be lifted and will result in a positive cost-benefit ratio, along with a percentage of the construction costs to demolish and rebuild their house (see Exhibit 1 – Map).

Task Authorization No. 16 will not exceed \$24,000.00. The Pegasus fee will be eligible for full reimbursement from FEMA as post-award management costs under a Sub-Recipient Management Cost allocation (100% Federal match).

Although the FMA grant application period for 2025-2026 has not been announced, staff is requesting authorization to engage Pegasus to coordinate with the property owners, collect required documentation, complete the required cost benefit analysis, and prepare the grant application. Once FEMA opens the application period, the submission window is typically limited to approximately three (3) months.

Over the last 2-3 years, staff have received over 100 inquiries from property owners interested in elevating their homes. From the original 100 inquiries, 91 Port Orange homeowners applied to Elevate Florida for Structural Elevation, and 8 were approved for Elevate Florida grants. Staff maintains a list with approximately 83 homeowners still

interested in elevating their homes and looking for grant funding to do so. With the goal of assisting the most vulnerable properties, staff identified 2 of the 83 properties for inclusion in the FMA grant application for demolition/reconstruction because they are classified by FEMA as Repetitive Loss or Severe Repetitive Loss properties, making them eligible for a higher percentage of federal funding reimbursement and because they are not structurally able to be elevated. FEMA provides 90% funding for Repetitive Loss properties and 100% funding for Severe Repetitive Loss. The homeowners who voluntarily participate in this grant application will be responsible for the non-federal cost share of construction costs, ranging from 0% to 10%. Reducing the number of properties that experience repeated flooding is a key objective of the adopted Volusia County Integrated Floodplain Management Plan and the National Flood Insurance Program's Community Rating System (CRS). The City of Port Orange has more than 360 Repetitive Loss properties and, as a CRS participant, is required to develop a Repetitive Loss Area Analysis or Floodplain Management Plan to address areas that experience frequent flooding.

A separate Resolution will be presented to City Council in early 2026 to formally authorize the City's submission of the Flood Mitigation Assistance (FMA) grant application once the program opens. The estimated cost for the demolition and reconstruction of the two (2) properties is approximately \$750,000. Since homeowners cannot apply directly for FMA funding, all applications must be submitted through the City. If approved, funding will be incorporated into next year's Capital Improvement Plan (CIP). The FMA program operates as a cost-reimbursement grant, in which the City will procure a contractor to complete the work and will be reimbursed by FEMA upon project completion. Participating homeowners will be required to provide their cost share before construction begins.

The City's Hazard Mitigation Grant Program (HMGP) award under Hurricane Idalia for the acquisition of three properties is currently in progress and anticipated to conclude next year. The City will be reimbursed approximately \$984,000 of the \$1,312,000 total acquisition cost in the summer of 2026, which will help offset local funding needs associated with the proposed FMA grant. As with all FEMA mitigation grants, the review and approval process is extensive and typically spans three to five years from application submittal to grant award.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Pegasus Engineering LLC Task Authorization No 16 - Application for mitigation reconstruction of 2 flood-prone homes	Pegasus Engineering LLC Task Authorization No 16 - Application for mitigation reconstruction of 2 flood-prone homes (2) (2).pdf
2.	Exhibit 1 Attachment 2025-2026 FEMA Flood Mitigation Assistance - DemoReconstruction Map	Exhibit A 2025-2026 FEMA Flood Mitigation Assistance - DemoReconstruction Map.pdf

3.	Mitigation Reconstruction of 2 Homes (FMA App Services) 10-29-25	Mitigation Reconstruction of 2 Homes (FMA App Services) 10-29-25.pdf
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Margaret Tomlinson

Created/Initiated - 10/27/2025

Tim Burman

Approved - 10/27/2025

Linda Truitt

Approved - 10/29/2025

Shannon Balmer

Approved - 11/04/2025

Wayne Clark

Final Approval - 11/05/2025

TASK AUTHORIZATION NO. 16
Contract for Services dated May 16, 2023
Between the City of Port Orange, Florida and Pegasus Engineering, LLC

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **PEGASUS ENGINEERING, LLC** ("Contractor"), a Florida limited liability corporation with its principal place of business at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708, and hereinafter collectively referred to as the "Parties," and is to that certain Contract for Services dated as specified above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to FEMA Flood Mitigation Assistance (FMA) application for the Mitigation Reconstruction of two (2) Flood-Prone Homes, and as more particularly described in Contractor's Proposal, attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Contractor shall complete the services within two (2) years from the Notice to Proceed issued by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$24,000.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Truth-in-Negotiations.
 - a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - b. Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the

execution of this Contract of Task Authorization.

6. Compliance with Other Federal Standards.

(a) Remedies. The Contract addresses administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See Contract Paragraph 8 - Termination for Default.

(b) Termination for Cause and Convenience. This Contract addresses termination for cause and for convenience by the City, including how it will be carried out and the basis for settlement. See above Paragraph 6 - Termination for Convenience of the City, Paragraph 8 – Termination for Default and Paragraph 11 - Termination for Non-Appropriation of Funds.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- (iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or [contract](#) modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract was conditioned upon the acceptance of the Department of Labor Wage Determination.

If applicable, the City included the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full below, and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

“(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts

listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or

(C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)

(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)

(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1).”

(e) Copeland Anti Kick Back Act: Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act. This provision is required for contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required:

- (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

“Clean Air Act”

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Recipient (if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment: This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

(k) Procurement of Recovered Materials: Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(ii) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions.

- (1) This clause does not prohibit Contractors from providing—
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 - 1. Are not used as a substantial or essential component of any system; and
 - 2. Are not used as critical technology of any system.
 - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(i) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

- a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if

known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any Contract change, modification, amendment, addendum, Change Order, or constructive change must

be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms. See above Paragraph 15 - Modifications or Changes to this Contract.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334

and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

30. Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).

7. If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).

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

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

Witnesses:

PEGASUS ENGINEERING, LLC

Printed Name: _____ By: _____
Fursan Munjed, Managing Member

Date: _____

Printed Name: _____

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

CITY OF PORT ORANGE

By: _____
Scott Stiltner, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT "1"

Contractor's Quote

Consisting of 7 Pages



October 29, 2025

P-229960

Ms. Margaret Tomlinson, RLA, LEED AP
Construction & Engineering Manager
Community Development
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

**Re: Grant Application Development Services for
FY 2025 FEMA FMA Grant Program under
Project Continuing Contract No. RFSQ #23-11**

**Subj: Mitigation Reconstruction of
2 Flood-Prone Homes Project**

Dear Ms. Tomlinson:

As requested, we are pleased to submit this proposal to the City of Port Orange to perform grant application development services for the Mitigation Reconstruction of 2 Flood-Prone Homes under the Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance (FMA) Program corresponding to Fiscal Year 2025.

Pegasus Engineering understands that the City of Port Orange submitted a Notice of Intent (NOI) to the Florida Division of Emergency Management (FDEM) on August 28, 2025, to establish eligibility for Fiscal Year 2025 FMA funding in support of the proposed Mitigation Reconstruction of 2 Flood-Prone Homes Project. This proposal includes the preparation and submittal of a comprehensive FMA grant application under the mitigation reconstruction category for two homes with a documented history of repetitive flooding. The specific properties to be demolished and reconstructed at higher elevations have been identified and selected by the City. If the project is awarded FMA funding, these professional services may be eligible for up to 100% reimbursement through the Sub-Recipient Management Cost program.

Upon the successful FMA funding obligation of the FMA grant projects by the State and FEMA, and upon a request by the City of Port Orange, Pegasus Engineering would be pleased to submit a separate proposal to provide grant administration services (i.e., quarterly reports, reimbursement requests, close-out procedures, etc.). Upon FEMA approval, these costs may be eligible for up to 100% reimbursement through the Sub-Recipient Management Cost program.

"Engineering a Higher Standard"

301 West State Road 434, Suite 309, Winter Springs, FL 32708 • 407-992-9160 • Fax 407-358-5155

Under this contract, Pegasus Engineering will be responsible for the performance of the following tasks, at a minimum:

1. Review various e-mail correspondence from the City and the homeowners documenting the reported flooding associated with various hurricanes and other storm events.
2. Perform active coordination with City of Port Orange staff to discuss observed and claimed flooding extent and steps to follow in consideration of the removal of structures from harm's way, via the implementation of the proposed flood mitigation project.
3. Download, print out, organize, review, and summarize the residents' responses to the City's letters and questionnaires.
4. Assist the City with coordinating with homeowners involved in the project to address specific mitigation questions and concerns, as needed.
5. Review available flood loss history, elevation certificates, flood insurance declaration documents, and elevation proposals provided by City of Port Orange officials and the homeowners.
6. Perform a field assessment of the homes that will be part of the FMA application.
7. Coordinate with City of Port Orange staff regarding the finished floor elevations, photographs of each structure, and required signatures from homeowners on FEMA-specific forms, as deemed necessary.
8. Coordinate with the City and the City's selected Structural Engineer to secure Structural Engineering Assessments (SEAs) for each home for inclusion in the FMA grant application packet.
9. Coordinate with the City and different mitigation contractors to develop and verify cost estimates for the demolition and reconstruction of each structure.
10. Collect the supporting technical documentation associated with the various structures to be mitigated for the preparation of the Benefit-Cost Analysis (BCA).

11. Prepare a FEMA 2025 FMA application package, which will include, but may not be limited to, the following information:

- ✓ FMA Online Application
- ✓ Local Mitigation Strategy Support Letter
- ✓ Supporting Figures and Exhibits (including USGS Topo Maps, FIRM Maps, etc.)
- ✓ Budget / Costs Estimate, including materials, labor, and fees paid
- ✓ Project Scope of Work
- ✓ Photographic Documentation (Dry Conditions)
- ✓ Environmental Justice
- ✓ Structural Engineering Assessments
- ✓ Concurrence Letter from the Floodplain Manager
- ✓ Flood Insurance Documentation
- ✓ Property Appraiser Reports
- ✓ Mitigation-Specific Forms
- ✓ Recorded Historic Damages
- ✓ BCA Data Source Justification

12. Submit a final FEMA FMA application package to FDEM via the online portal on or before the deadline for submission as established by FEMA.

13. Address Requests for Information (RFI) from FDEM staff during the programmatic, engineering, and environmental reviews of the FMA application. These efforts will include direct coordination with the City and FDEM representatives during the review of the grant application.

14. As part of FDEM's technical review process, Pegasus will coordinate with City staff to update and/or revise specific sections of the grant application, as necessary, to incorporate FDEM's review comments.

15. Attend City Commission Meetings with scheduled agenda items encompassing discussions related to this mitigation project, as needed.

16. Prepare project status reports via monthly invoices.

Ms. Margaret Tomlinson, RLA, LEED AP
October 29, 2025

The above-described services will be performed for a not-to-exceed fee amount of **\$24,000**, in accordance with the attached manhour and fee estimate (refer to Attachment "A"). Reimbursable expenses, such as courier, tolls, mileage, photocopies, plotting, and exhibits incurred in connection with the above-described work, will be included in the above-quoted fee.

We appreciate the opportunity to serve the City of Port Orange on this important assignment. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Respectfully,

PEGASUS ENGINEERING, LLC



David W. Hamstra, P.E., CFM
Stormwater Department Manager

cc: Valerie Duhl, City of Port Orange
Leylah Saavedra, Pegasus Engineering

City of Port Orange
Grant Application Development for the
Mitigation Reconstruction of 2 Flood-Prone Homes
Under the FY 2025 FEMA FMA Grant Program
Project Continuing Contract No. RFSQ #23-11

Approved for Pegasus Engineering, LLC

	Principal	October 29, 2025
_____	_____	_____
Fursan Munjed, P.E.	Officer's Title	Date

This proposal is hereby accepted and authorization to proceed is hereby given.
(Please return one executed copy of this proposal for our Pegasus Engineering records).

See Page 19 of COPO Task Authorization No. 16

_____	_____	_____
Authorized Signature	Officer's Title	Date

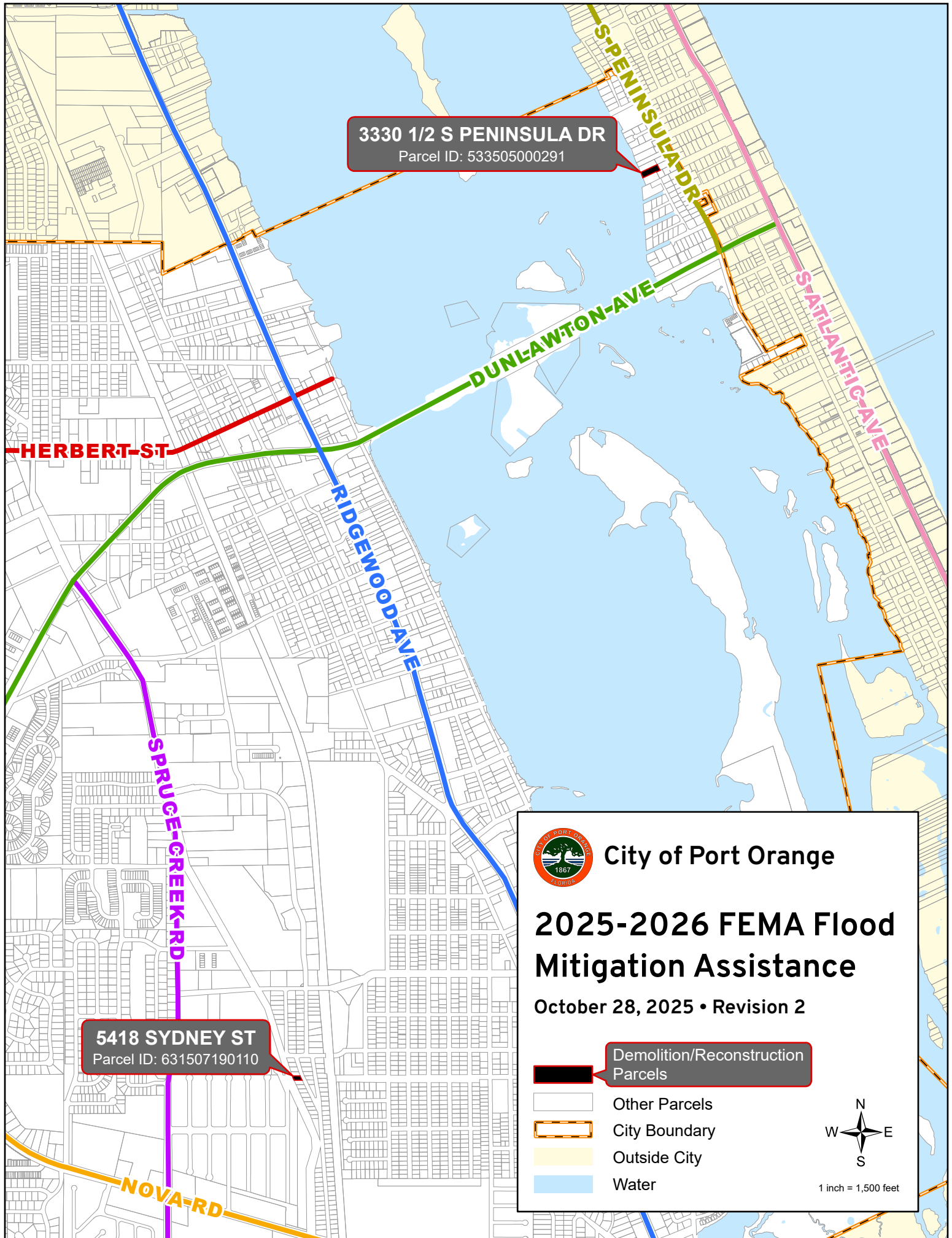
EXHIBIT "A"
Manhour and Fee Estimate
for the

GRANT APPLICATION DEVELOPMENT FOR THE MITIGATION RECONSTRUCTION OF 2 FLOOD-PRONE HOMES
FY 2025 FLOOD MITIGATION ASSISTANCE GRANT PROGRAM



Task Description	Grant Program Manager (Hamstra, P.E.)	Grant Project Manager (Saavedra, P.E.)	Grant Management Specialist (Whikehart, P.E.)	Sr. Designer/ GIS Technician (Greenough)	Administrative Assistant (Villanueva, Tirado)	Task Hours	Task Fees
Standard Hourly Rates	\$195.00	\$185.00	\$150.00	\$120.00	\$85.00		
Review various e-mail correspondence from the City and the homeowners documenting the reported flooding		5	3		4	12	\$1,715.00
Perform active coordination with City staff to discuss project specifics	2	4			1	7	\$1,215.00
Download, print out, organize, review, and summarize the resident responses to the City's letters and questionnaires	2	2	3		2	9	\$1,380.00
Assist the City with coordinating with homeowners involved in the project to address specific mitigation questions, as needed		3			2	5	\$725.00
Review available flood loss history, elevation certificates, flood insurance declaration documents, etc.		3	3		4	10	\$1,345.00
Perform a field assessment of the homes that will be part of the FMA application	2	4			2	8	\$1,300.00
Coordinate with City staff regarding the finished floor elevations, photographs, FEMA Forms, and SEAs for each property		4	3		5	12	\$1,615.00
Coordinate with the City and different contractors to develop and verify the proposed mitigation costs		2			1	3	\$455.00
Collect and summarize in a database the supporting technical documentation per structure to be mitigated			3		4	7	\$790.00
Prepare a preliminary Benefit Cost Analysis of the structures that participate in the flood mitigation project	2	6				8	\$1,500.00
Prepare a draft FEMA FMA application packet, including figures and relevant supporting documentation	2	6	3	8	6	25	\$3,420.00
Prepare and submit a final FEMA FMA application package to FDEM via the online portal		4			4	8	\$1,080.00
Address Requests for Information (RFI) from FDEM staff during the programmatic, engineering, and environmental reviews	2	8	2	2	2	16	\$2,580.00
Coordinate with City staff to update and/or revise specific sections of the grant application, to incorporate FDEM's comments		7	2		7	16	\$2,190.00
Prepare for and attend City Commission Meetings regarding the mitigation project, as needed	2	3				5	\$945.00
Project Administration (Status Reports via Monthly Invoices)	3	2			6	11	\$1,465.00
TASK HOURS	17	63	22	10	50	162	
TASK LABOR COSTS	\$3,315.00	\$11,655.00	\$3,300.00	\$1,200.00	\$4,250.00	\$23,720.00	\$23,720.00
PERCENT BREAKDOWN	14.0%	49.1%	13.9%	5.1%	17.9%	100.0%	
						Breakdown in Fees	
						(1) Labor Costs	= \$23,720.00
						(2) Reimbursable Expenses	= \$280.00
						TOTAL HOURLY NOT TO EXCEED AMOUNT	= \$24,000.00





3330 1/2 S PENINSULA DR
Parcel ID: 533505000291






5418 SYDNEY ST
Parcel ID: 631507190110



City of Port Orange

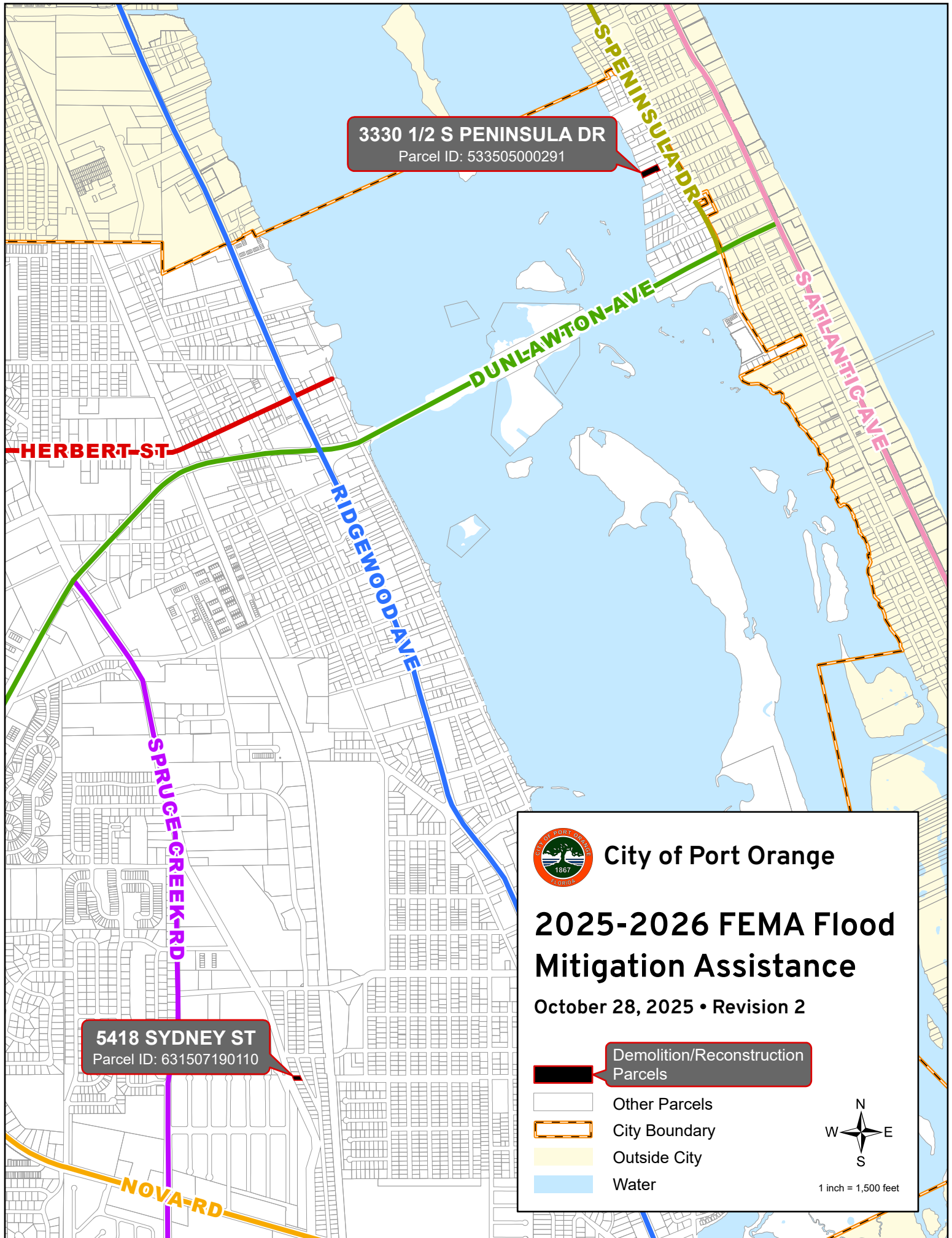
2025-2026 FEMA Flood Mitigation Assistance

October 28, 2025 • Revision 2

-  Demolition/Reconstruction Parcels
-  Other Parcels
-  City Boundary
-  Outside City
-  Water



1 inch = 1,500 feet



3330 1/2 S PENINSULA DR
Parcel ID: 533505000291






5418 SYDNEY ST
Parcel ID: 631507190110



City of Port Orange

2025-2026 FEMA Flood Mitigation Assistance

October 28, 2025 • Revision 2

-  Demolition/Reconstruction Parcels
-  Other Parcels
-  City Boundary
-  Outside City
-  Water



1 inch = 1,500 feet



October 29, 2025

P-229960

Ms. Margaret Tomlinson, RLA, LEED AP
Construction & Engineering Manager
Community Development
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

**Re: Grant Application Development Services for
FY 2025 FEMA FMA Grant Program under
Project Continuing Contract No. RFSQ #23-11**

**Subj: Mitigation Reconstruction of
2 Flood-Prone Homes Project**

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Upon the successful FMA funding obligation of the FMA grant projects by the State and FEMA, and upon a request by the City of Port Orange, Pegasus Engineering would be pleased to submit a separate proposal to provide grant administration services (i.e., quarterly reports, reimbursement requests, close-out procedures, etc.). Upon FEMA approval, these costs may be eligible for up to 100% reimbursement through the Sub-Recipient Management Cost program.

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301 West State Road 434, Suite 309, Winter Springs, FL 32708 • 407-992-9160 • Fax 407-358-5155

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- ✓ Local Mitigation Strategy Support Letter
- ✓ Supporting Figures and Exhibits (including USGS Topo Maps, FIRM Maps, etc.)
- ✓ Budget / Costs Estimate, including materials, labor, and fees paid
- ✓ Project Scope of Work
- ✓ Photographic Documentation (Dry Conditions)
- ✓ Environmental Justice
- ✓ Structural Engineering Assessments
- ✓ Concurrence Letter from the Floodplain Manager
- ✓ Flood Insurance Documentation
- ✓ Property Appraiser Reports
- ✓ Mitigation-Specific Forms
- ✓ Recorded Historic Damages
- ✓ BCA Data Source Justification

12. Submit a final FEMA FMA application package to FDEM via the online portal on or before the deadline for submission as established by FEMA.

13. Address Requests for Information (RFI) from FDEM staff during the programmatic, engineering, and environmental reviews of the FMA application. These efforts will include direct coordination with the City and FDEM representatives during the review of the grant application.

14. As part of FDEM's technical review process, Pegasus will coordinate with City staff to update and/or revise specific sections of the grant application, as necessary, to incorporate FDEM's review comments.

15. Attend City Commission Meetings with scheduled agenda items encompassing discussions related to this mitigation project, as needed.

16. Prepare project status reports via monthly invoices.

Ms. Margaret Tomlinson, RLA, LEED AP
October 29, 2025

The above-described services will be performed for a not-to-exceed fee amount of **\$24,000**, in accordance with the attached manhour and fee estimate (refer to Attachment "A"). Reimbursable expenses, such as courier, tolls, mileage, photocopies, plotting, and exhibits incurred in connection with the above-described work, will be included in the above-quoted fee.

We appreciate the opportunity to serve the City of Port Orange on this important assignment. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Respectfully,

PEGASUS ENGINEERING, LLC




David W. Hamstra, P.E., CFM
Stormwater Department Manager

cc: Valerie Duhl, City of Port Orange
Leylah Saavedra, Pegasus Engineering

City of Port Orange
Grant Application Development for the
Mitigation Reconstruction of 2 Flood-Prone Homes
Under the FY 2025 FEMA FMA Grant Program
Project Continuing Contract No. RFSQ #23-11

Approved for Pegasus Engineering, LLC

 _____	Principal _____	October 29, 2025 _____
Fursan Munjed, P.E.	Officer's Title	Date


This proposal is hereby accepted and authorization to proceed is hereby given.
(Please return one executed copy of this proposal for our Pegasus Engineering records).

_____	_____	_____
Authorized Signature	Officer's Title	Date

EXHIBIT "A"
Manhour and Fee Estimate
for the

GRANT APPLICATION DEVELOPMENT FOR THE MITIGATION RECONSTRUCTION OF 2 FLOOD-PRONE HOMES
FY 2025 FLOOD MITIGATION ASSISTANCE GRANT PROGRAM



Task Description	Grant Program Manager (Hamstra, P.E.)	Grant Project Manager (Saavedra, P.E.)	Grant Management Specialist (Whikehart, P.E.)	Sr. Designer/ GIS Technician (Greenough)	Administrative Assistant (Villanueva, Tirado)	Task Hours	Task Fees
Standard Hourly Rates	\$195.00	\$185.00	\$150.00	\$120.00	\$85.00		
Review various e-mail correspondence from the City and the homeowners documenting the reported flooding		5	3		4	12	\$1,715.00
Perform active coordination with City staff to discuss project specifics	2	4			1	7	\$1,215.00
Download, print out, organize, review, and summarize the resident responses to the City's letters and questionnaires	2	2	3		2	9	\$1,380.00
Assist the City with coordinating with homeowners involved in the project to address specific mitigation questions, as needed		3			2	5	\$725.00
Review available flood loss history, elevation certificates, flood insurance declaration documents, etc.		3	3		4	10	\$1,345.00
Perform a field assessment of the homes that will be part of the FMA application	2	4			2	8	\$1,300.00
Coordinate with City staff regarding the finished floor elevations, photographs, FEMA Forms, and SEAs for each property		4	3		5	12	\$1,615.00
Coordinate with the City and different contractors to develop and verify the proposed mitigation costs		2			1	3	\$455.00
Collect and summarize in a database the supporting technical documentation per structure to be mitigated			3		4	7	\$790.00
Prepare a preliminary Benefit Cost Analysis of the structures that participate in the flood mitigation project	2	6				8	\$1,500.00
Prepare a draft FEMA FMA application packet, including figures and relevant supporting documentation	2	6	3	8	6	25	\$3,420.00
Prepare and submit a final FEMA FMA application package to FDEM via the online portal		4			4	8	\$1,080.00
Address Requests for Information (RFI) from FDEM staff during the programmatic, engineering, and environmental reviews	2	8	2	2	2	16	\$2,580.00
Coordinate with City staff to update and/or revise specific sections of the grant application, to incorporate FDEM's comments		7	2		7	16	\$2,190.00
Prepare for and attend City Commission Meetings regarding the mitigation project, as needed	2	3				5	\$945.00
Project Administration (Status Reports via Monthly Invoices)	3	2			6	11	\$1,465.00
TASK HOURS	17	63	22	10	50	162	
TASK LABOR COSTS	\$3,315.00	\$11,655.00	\$3,300.00	\$1,200.00	\$4,250.00	\$23,720.00	\$23,720.00
PERCENT BREAKDOWN	14.0%	49.1%	13.9%	5.1%	17.9%	100.0%	
						Breakdown in Fees	
						(1) Labor Costs	= \$23,720.00
						(2) Reimbursable Expenses	= \$280.00
						TOTAL HOURLY NOT TO EXCEED AMOUNT	= \$24,000.00



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 11/18/2025

SUBJECT: (B7c) Approval of Task Authorization No. 17 with Pegasus Engineering, LLC for the development of the grant application to submit for the FEMA Flood Mitigation Assistance (FMA) for the Acquisition and Demolition of twelve (12) Flood-Prone Homes

DEPARTMENT: Community Development

GOAL: 1 - Public Safety; 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Task Authorization No. 17 with Pegasus Engineering, LLC and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Pegasus Engineering, LLC has an existing contract with the City to prepare and submit FEMA grant applications. Staff is requesting approval of Task Authorization No. 17 for Pegasus Engineering, LLC, to begin work in preparation for the eventual submittal of a FEMA Flood Mitigation Assistance (FMA) grant application to the Florida Division of Emergency Management (FDEM). The future application is to secure FEMA funding to offset the costs associated with the city acquiring and demolishing twelve (12) flood-prone homes that have experienced repetitive flooding. All 12 properties have had at least 2 recorded flood events; several have flooded more than 4 times over the last 10–20 years. These properties are located in areas that provide opportunities for future stormwater improvements or access to existing and planned stormwater infrastructure (see Exhibit 1 – Map of the 12 properties).

Task Authorization No. 17 will not exceed \$41,680. The Pegasus fee will be eligible for full reimbursement from FEMA as a post-award management cost under a Sub-Recipient Management Cost allocation (100% Federal match).

Although the FMA grant application period for 2025-2026 has not been announced, staff is requesting authorization to engage Pegasus to coordinate with the property owners, collect required documentation, complete the required cost-benefit analysis, and prepare the grant application. Once FEMA opens the application period, the submission window is typically limited to approximately three (3) months.

Six of the twelve properties have been identified by FEMA as FMA Repetitive Loss or FMA Severe Repetitive Loss and have been considered to maximize federal funding and minimize or eliminate the need for local match funds. FEMA provides 90% funding for Repetitive Loss properties and 100% funding for Severe Repetitive Loss properties. The remaining six (6) properties are located within the Special Flood Hazard Area

(SFHA) and experienced flooding during Hurricanes Milton and Ian. FEMA will fund 75% of the acquisition costs for these properties. Reducing the number of properties that experience repeated flooding is a key objective of the adopted Volusia County Integrated Floodplain Management Plan and the National Flood Insurance Program's Community Rating System (CRS). The City of Port Orange has more than 360 Repetitive Loss properties and, as a CRS participant, is required to develop a Repetitive Loss Area Analysis or Floodplain Management Plan to address areas that experience frequent flooding.

Over the last 2–3 years, staff have received 99 inquiries from property owners interested in selling their property to the City. Staff from Public Works, Engineering, and Community Development evaluated over 83 potential properties and identified twelve (12) properties for this grant based on their strategic location for stormwater improvements and infrastructure access for maintenance, as well as their eligibility for higher federal funding reimbursement. Exhibit 2 lists the twelve (12) properties included in the grant and provides the staff's justification for the acquisition of these properties.

A separate Resolution will be presented to City Council in early 2026 to formally authorize the City's submission of the Flood Mitigation Assistance (FMA) grant application once the program opens. The estimated cost to acquire the twelve (12) properties is approximately \$4 million, of which up to \$3.5 million is anticipated to be paid by FEMA. If the grant application is approved, funding will be incorporated into next year's Capital Improvement Plan. As with all FEMA mitigation grants, the review and approval process is lengthy, typically taking three to five years from the time of application submittal to grant award.

The City's Hazard Mitigation Grant Program (HMGP) award under Hurricane Idalia for the acquisition of three properties is currently underway and is expected to conclude next year. The City will be reimbursed approximately \$984,000 of the \$1,312,000 acquisition cost for the three properties in the Summer of 2026, helping offset local funding needs associated with the proposed FMA grant.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Pegasus Engineering LLC Task Authorization No 17 - Application for acquisition and demolition of up to 12 flood-prone homes	Pegasus Engineering LLC Task Authorization No 17 - Application for acquisition and demolition of up to 12 flood-prone homes (3) (2).pdf
2.	Acq & Demo of 12 Homes (FMA App Services) Proposal & Manhour Fee Estimate	Acq & Demo of 12 Homes (FMA App Services) Proposal & Manhour Fee Estimate.pdf
3.	Exhibit 1 Attachment 2025-2026 FEMA Flood Mitigation Assistance - Acquisition Map for Agenda Summary	Exhibit A 2025-2026 FEMA Flood Mitigation Assistance - Acquisition Map.pdf

4.	Exhibit 2	Exhibit 2.pdf
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Margaret Tomlinson	Created/Initiated - 10/27/2025
Tim Burman	Approved - 10/27/2025
Linda Truitt	Approved - 10/29/2025
Wayne Clark	Approved - 11/04/2025
Shannon Balmer	Approved - 11/04/2025
Wayne Clark	Final Approval - 11/05/2025

TASK AUTHORIZATION NO. 17
Contract for Services dated May 16, 2023
Between the City of Port Orange, Florida and Pegasus Engineering, LLC

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **PEGASUS ENGINEERING, LLC** ("Contractor"), a Florida limited liability corporation with its principal place of business at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708, and hereinafter collectively referred to as the "Parties," and is to that certain Contract for Services dated as specified above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to FEMA Flood Mitigation Assistance (FMA) application for the acquisition and demolition of up to twelve (12) Flood-Prone Homes, and as more particularly described in Contractor's Proposal, attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Contractor shall complete the services within two (2) years from the Notice to Proceed issued by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$41,680.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Truth-in-Negotiations.
 - a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - b. Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the

execution of this Contract of Task Authorization.

6. Compliance with Other Federal Standards.

(a) Remedies. The Contract addresses administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See Contract Paragraph 8 - Termination for Default.

(b) Termination for Cause and Convenience. This Contract addresses termination for cause and for convenience by the City, including how it will be carried out and the basis for settlement. See above Paragraph 6 - Termination for Convenience of the City, Paragraph 8 – Termination for Default and Paragraph 11 - Termination for Non-Appropriation of Funds.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- (iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or [contract](#) modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract was conditioned upon the acceptance of the Department of Labor Wage Determination.

If applicable, the City included the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full below, and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

“(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts

listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or

(C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)

(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)

(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1).”

(e) Copeland Anti Kick Back Act: Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act. This provision is required for contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required:

- (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

“Clean Air Act”

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Recipient (if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment: This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

(k) Procurement of Recovered Materials: Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(ii) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions.

- (1) This clause does not prohibit Contractors from providing—
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 - 1. Are not used as a substantial or essential component of any system; and
 - 2. Are not used as critical technology of any system.
 - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(i) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

- a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if

known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any Contract change, modification, amendment, addendum, Change Order, or constructive change must

be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms. See above Paragraph 15 - Modifications or Changes to this Contract.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334

and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

30. Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).

7. If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).

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

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

Witnesses:

PEGASUS ENGINEERING, LLC

Printed Name: _____

By: _____
Fursan Munjed, Managing Member

Date: _____

Printed Name: _____

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

CITY OF PORT ORANGE

By: _____
Scott Stiltner, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT "1"

Contractor's Quote

Consisting of 8 Pages

Under this contract, Pegasus Engineering will be responsible for the performance of the following tasks, at a minimum:

1. Review various e-mail correspondence from the City and the homeowners documenting the reported flooding associated with various hurricanes and other storm events.
2. Perform active coordination with City of Port Orange staff to discuss observed and claimed flooding extent and steps to follow in consideration of the removal of structures from harm's way, via the implementation of the proposed flood mitigation project.
3. Download, print out, organize, review, and summarize the resident responses to the City's letters and questionnaires.
4. Assist the City with coordinating with homeowners involved in the project to address specific mitigation questions and concerns, as needed.
5. Review available flood loss history, elevation certificates, flood insurance declaration documents, and elevation proposals provided by City of Port Orange officials and the homeowners.
6. Perform a field assessment of the homes that will be part of the FMA application.
7. Coordinate with City of Port Orange staff regarding the finished floor elevations, photographs of each structure, and required signatures from homeowners on FEMA-specific forms, as deemed necessary.
8. Coordinate with the City regarding the selection of an appraiser and securing appraisals for the twelve properties.
9. Coordinate with the City and demolition contractors regarding demolition costs and implementation associated with demolishing each structure.
10. Collect the supporting technical documentation associated with the various structures to be mitigated for the preparation of the Benefit-Cost Analysis (BCA).
11. Prepare a FEMA 2025 FMA application package, which will include, but may not be limited to, the following information:



October 1, 2025

P-229959

Ms. Margaret Tomlinson, RLA, LEED AP
Construction & Engineering Manager
Community Development
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

**Re: Grant Application Development Services for
FY 2025 FEMA FMA Grant Program under
Project Continuing Contract No. RFSQ #23-11**

**Subj: Acquisition and Demolition of
12 Flood-Prone Homes Project**

Dear Ms. Tomlinson:

As requested, we are pleased to submit this proposal to the City of Port Orange to perform grant application development services associated with the Acquisition and Demolition of 12 Flood-Prone Homes as part of the Flood Mitigation Assistance Program (FMA) corresponding to Fiscal Year 2025.

Pegasus Engineering understands that the City of Port Orange submitted a Notice of Intent (NOI) to the Florida Division of Emergency Management (FDEM) on August 28, 2025, to establish eligibility for Fiscal Year 2025 FMA funding in support of the proposed Acquisition and Demolition of 12 Flood-Prone Homes Project. This scope of work encompasses the preparation and submittal of a comprehensive FMA grant application for the mitigation of 12 homes with a documented risk of repetitive flooding under the acquisition and demolition category. The specific properties to be acquired and demolished have been identified and selected by the City. If the project is awarded FMA funding, these professional services may qualify for up to 100% reimbursement through the Sub-Recipient Management Cost program.

Upon the successful FMA funding obligation of the FMA grant projects by the State and FEMA, and upon a request by the City of Port Orange, Pegasus Engineering would be pleased to submit a separate proposal to provide grant administration services (i.e., quarterly reports, reimbursement requests, close-out procedures, etc.). Upon FEMA approval, these costs may be eligible for up to 100% reimbursement through the Sub-Recipient Management Cost program.

"Engineering a Higher Standard"

301 West State Road 434, Suite 309, Winter Springs, FL 32708 • 407-992-9160 • Fax 407-358-5155

- ✓ FMA Online Application
 - ✓ Local Mitigation Strategy Support Letter
 - ✓ Supporting Figures and Exhibits (including USGS Topo Maps, FIRM Maps, etc.)
 - ✓ Budget / Costs Estimate, including materials, labor, and fees paid
 - ✓ Project Scope of Work
 - ✓ Photographic Documentation (Dry Conditions)
 - ✓ Environmental Justice
 - ✓ Appraisal Reports
 - ✓ Concurrence Letter from the Floodplain Manager
 - ✓ Flood Insurance Documentation
 - ✓ Property Appraiser Reports
 - ✓ Mitigation Specific Forms
 - ✓ Recorded Historic Damages
 - ✓ BCA Data Source Justification
12. Submit a final FEMA FMA application package to FDEM via the online portal on or before the deadline for submission as established by FEMA.
13. Address Requests for Information (RFI) from FDEM staff during the programmatic, engineering, and environmental reviews of the FMA application. These efforts will include direct coordination with the City and FDEM representatives during the review of the grant application.
14. As part of FDEM's technical review process, Pegasus will coordinate with City staff to update and/or revise specific sections of the grant application, as necessary, to incorporate FDEM's review comments.
15. Attend City Commission Meetings with scheduled agenda items encompassing discussions related to this mitigation project, as needed.
16. Prepare project status reports via monthly invoices.

The above-described services will be performed for a not-to-exceed fee amount of **\$41,680**, in accordance with the attached manhour and fee estimate (refer to Attachment "A"). Reimbursable expenses, such as courier, tolls, mileage, photocopies, plotting, and exhibits incurred in connection with the above-described work, will be included in the above-quoted fee.

Ms. Margaret Tomlinson, RLA, LEED AP
October 1, 2025

We appreciate the opportunity to serve the City of Port Orange on this important assignment. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Respectfully,

PEGASUS ENGINEERING, LLC



David W. Hamstra, P.E., CFM
Stormwater Department Manager

cc: Valerie Duhl, City of Port Orange
Leylah Saavedra, Pegasus Engineering

City of Port Orange
Grant Application Development for the
Acquisition & Demolition of 12 Flood-Prone Homes
Under the FY 2025 FEMA FMA Grant Program
Project Continuing Contract No. RFSQ #23-11

Approved for Pegasus Engineering, LLC

	Principal	October 1, 2025
_____	_____	_____
Fursan Munjed, P.E.	Officer's Title	Date

This proposal is hereby accepted and authorization to proceed is hereby given.
(Please return one executed copy of this proposal for our Pegasus Engineering records).

See Page 19 of COPO Task Authorization No. 17

_____	_____	_____
Authorized Signature	Officer's Title	Date

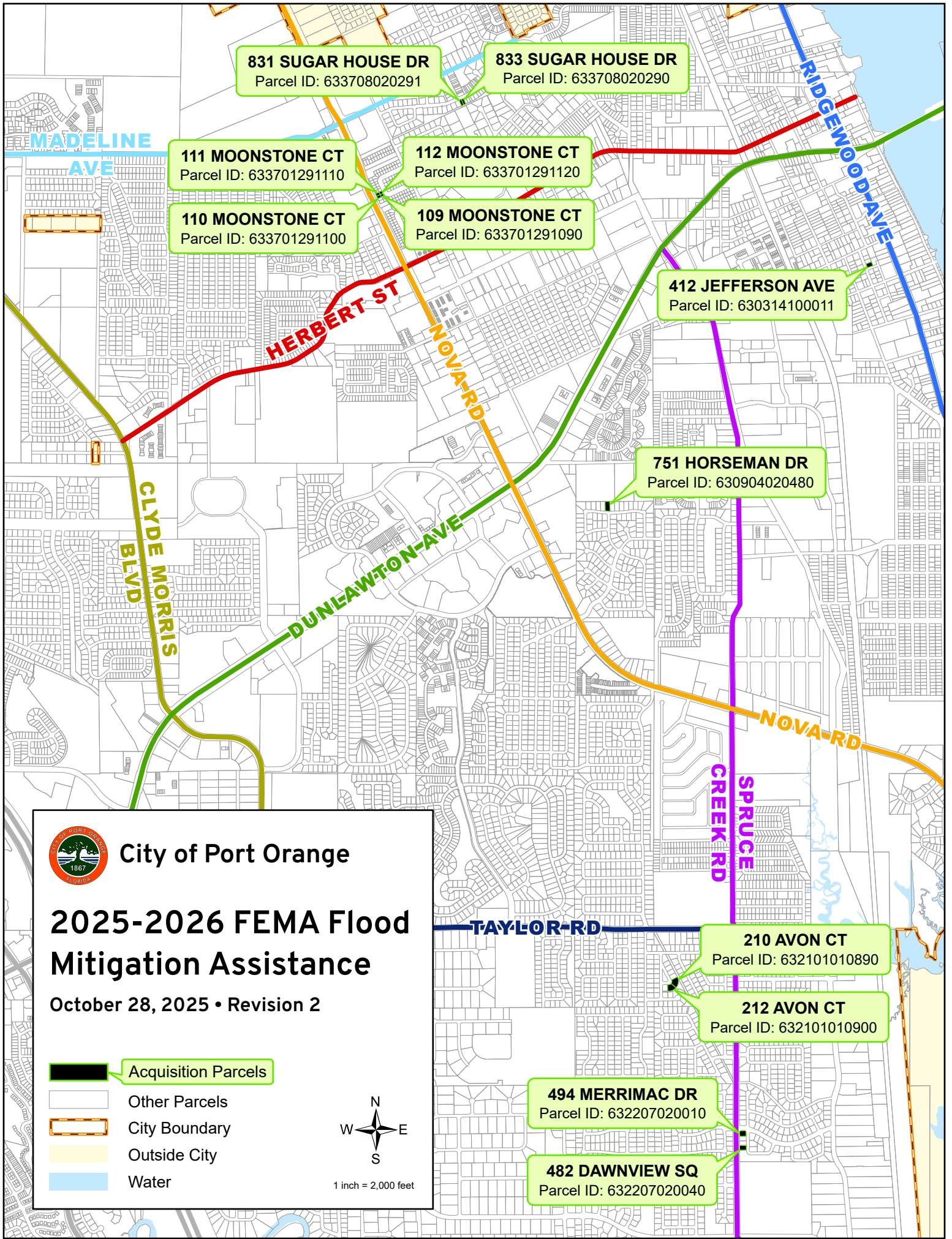
EXHIBIT "A"
Manhour and Fee Estimate
for the

GRANT APPLICATION DEVELOPMENT FOR THE ACQUISITION & DEMOLITION OF 12 FLOOD-PRONE HOMES
FY 2025 FLOOD MITIGATION ASSISTANCE GRANT PROGRAM



Task Description	Grant Program Manager (Hamstra, P.E.)	Grant Project Manager (Saavedra, P.E.)	Grant Management Specialist (Whikehart, P.E.)	Sr. Designer/ GIS Technician (Greenough)	Administrative Assistant (Villanueva, Tirado)	Task Hours	Task Fees	
Standard Hourly Rates	\$195.00	\$185.00	\$150.00	\$120.00	\$85.00			
Review various e-mail correspondence from the City and the homeowners documenting the reported flooding		8	4		8	20	\$2,760.00	
Perform active coordination meetings with City staff to discuss project specifics	2	4			2	8	\$1,300.00	
Download, print out, organize, review, and summarize the resident responses to the letters and questionnaires	2	4	4		8	18	\$2,410.00	
Assist the City with coordinating with homeowners involved in the project to address specific mitigation questions, as needed		4			2	6	\$910.00	
Review available flood loss history, elevation certificates, flood insurance declaration documents, etc.		4	8		4	16	\$2,280.00	
Perform a field assessment of the homes that will be part of the FMA application	9	9			5	23	\$3,845.00	
Coordinate with City staff regarding the finished floor elevations, photographs, etc.		4	2		6	12	\$1,550.00	
Coordinate with the City regarding the selection of an appraiser, scheduling appraisals, and securing appraisal reports for 12 homes		2			2	4	\$540.00	
Coordinate with the City and demolition contractors regarding demolition costs for each structure		2			2	4	\$540.00	
Collect and summarize in a database the supporting technical documentation per structure to be mitigated		4			8	12	\$1,420.00	
Prepare a preliminary Benefit Cost Analysis of the structures that participate in the flood mitigation project	5	9			3	17	\$2,895.00	
Prepare a draft FEMA FMA application packet, including figures and relevant supporting documentation	2	19	12	26	12	71	\$9,845.00	
Prepare and submit a final FEMA FMA application package to FDEM via the online portal		5			5	10	\$1,350.00	
Address Requests for Information (RFI) from FDEM staff during the programmatic, engineering, and environmental reviews	2	10	8	2	2	24	\$3,850.00	
Coordinate with City staff to update and/or revise specific sections of the grant application, to incorporate FDEM's comments		6	2		8	16	\$2,090.00	
Prepare for and attend City Commission Meetings regarding the mitigation project, as needed	4	4				8	\$1,520.00	
Project Administration (Status Reports via Monthly Invoices)	6	3			6	15	\$2,235.00	
TASK HOURS	32	101	40	28	83	284		
TASK LABOR COSTS	\$6,240.00	\$18,685.00	\$6,000.00	\$3,360.00	\$7,055.00	\$41,340.00	\$41,340.00	
PERCENT BREAKDOWN	15.1%	45.2%	14.5%	8.1%	17.1%	100.0%		
Breakdown in Fees								
(1) Labor Costs							=	\$41,340.00
(2) Reimbursable Expenses							=	\$340.00
TOTAL HOURLY NOT TO EXCEED AMOUNT							=	\$41,680.00





831 SUGAR HOUSE DR
Parcel ID: 633708020291

833 SUGAR HOUSE DR
Parcel ID: 633708020290

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Parcel ID: 633701291110

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751 HORSEMAN DR
Parcel ID: 630904020480

210 AVON CT
Parcel ID: 632101010890

212 AVON CT
Parcel ID: 632101010900

494 MERRIMAC DR
Parcel ID: 632207020010






482 DAWNVIEW SQ
Parcel ID: 632207020040



City of Port Orange

2025-2026 FEMA Flood Mitigation Assistance

October 28, 2025 • Revision 2

-  Acquisition Parcels
-  Other Parcels
-  City Boundary
-  Outside City
-  Water



1 inch = 2,000 feet

210/212 Avon Ct

- Access to Cambridge Canal for City maintenance.
- Hurricanes Milton and Ian caused \$100,000 to \$150,000 of flood damage for each property per storm.

109, 110, 111 & 112 Moonstone Ct

- Access to City maintained stormwater pipe within the property and access to the Nova Canal.
- 109-112 Moonstone Ct – 2 NFIP flood claims each
- Hurricanes Milton and Ian caused \$35,000 to \$68,000 of flood damage for each property per storm.

831/833 Sugar House Dr

- Access to Sugar Forest southern ditch and pipes for City maintenance.
- Hurricanes Milton and Ian caused \$73,000 to \$215,000 of flood damage for each property per storm.

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- Adjacent to residential properties the City acquired in 2007 in the Woods Subdivision due to repetitive flooding. In 2007, the City acquired 13 properties, and these two parcels are adjacent, increasing the area available for a potential future public project.
- Hurricanes Milton and Ian caused \$142,000 to \$148,000 of flood damage per storm.

751 Horseman Dr

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412 Jefferson Dr

- Adjacent to property City is acquiring through HGMP Nicole Grant and increases potential for City maintained stormwater pond to be enlarged in the future.
- Hurricanes Milton and Ian caused \$103,000 to \$142,000 of flood damage per storm.



October 1, 2025

P-229959

Ms. Margaret Tomlinson, RLA, LEED AP
Construction & Engineering Manager
Community Development
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

**Re: Grant Application Development Services for
FY 2025 FEMA FMA Grant Program under
Project Continuing Contract No. RFSQ #23-11**

**Subj: Acquisition and Demolition of
12 Flood-Prone Homes Project**

Dear Ms. Tomlinson:

As requested, we are pleased to submit this proposal to the City of Port Orange to perform grant application development services associated with the Acquisition and Demolition of 12 Flood-Prone Homes as part of the Flood Mitigation Assistance Program (FMA) corresponding to Fiscal Year 2025.

Pegasus Engineering understands that the City of Port Orange submitted a Notice of Intent (NOI) to the Florida Division of Emergency Management (FDEM) on August 28, 2025, to establish eligibility for Fiscal Year 2025 FMA funding in support of the proposed Acquisition and Demolition of 12 Flood-Prone Homes Project. This scope of work encompasses the preparation and submittal of a comprehensive FMA grant application for the mitigation of 12 homes with a documented risk of repetitive flooding under the acquisition and demolition category. The specific properties to be acquired and demolished have been identified and selected by the City. If the project is awarded FMA funding, these professional services may qualify for up to 100% reimbursement through the Sub-Recipient Management Cost program.

Upon the successful FMA funding obligation of the FMA grant projects by the State and FEMA, and upon a request by the City of Port Orange, Pegasus Engineering would be pleased to submit a separate proposal to provide grant administration services (i.e., quarterly reports, reimbursement requests, close-out procedures, etc.). Upon FEMA approval, these costs may be eligible for up to 100% reimbursement through the Sub-Recipient Management Cost program.

"Engineering a Higher Standard"

301 West State Road 434, Suite 309, Winter Springs, FL 32708 • 407-992-9160 • Fax 407-358-5155

Under this contract, Pegasus Engineering will be responsible for the performance of the following tasks, at a minimum:

1. Review various e-mail correspondence from the City and the homeowners documenting the reported flooding associated with various hurricanes and other storm events.
2. Perform active coordination with City of Port Orange staff to discuss observed and claimed flooding extent and steps to follow in consideration of the removal of structures from harm's way, via the implementation of the proposed flood mitigation project.
3. Download, print out, organize, review, and summarize the resident responses to the City's letters and questionnaires.
4. Assist the City with coordinating with homeowners involved in the project to address specific mitigation questions and concerns, as needed.
5. Review available flood loss history, elevation certificates, flood insurance declaration documents, and elevation proposals provided by City of Port Orange officials and the homeowners.
6. Perform a field assessment of the homes that will be part of the FMA application.
7. Coordinate with City of Port Orange staff regarding the finished floor elevations, photographs of each structure, and required signatures from homeowners on FEMA-specific forms, as deemed necessary.
8. Coordinate with the City regarding the selection of an appraiser and securing appraisals for the twelve properties.
9. Coordinate with the City and demolition contractors regarding demolition costs and implementation associated with demolishing each structure.
10. Collect the supporting technical documentation associated with the various structures to be mitigated for the preparation of the Benefit-Cost Analysis (BCA).
11. Prepare a FEMA 2025 FMA application package, which will include, but may not be limited to, the following information:

- ✓ FMA Online Application
 - ✓ Local Mitigation Strategy Support Letter
 - ✓ Supporting Figures and Exhibits (including USGS Topo Maps, FIRM Maps, etc.)
 - ✓ Budget / Costs Estimate, including materials, labor, and fees paid
 - ✓ Project Scope of Work
 - ✓ Photographic Documentation (Dry Conditions)
 - ✓ Environmental Justice
 - ✓ Appraisal Reports
 - ✓ Concurrence Letter from the Floodplain Manager
 - ✓ Flood Insurance Documentation
 - ✓ Property Appraiser Reports
 - ✓ Mitigation Specific Forms
 - ✓ Recorded Historic Damages
 - ✓ BCA Data Source Justification
12. Submit a final FEMA FMA application package to FDEM via the online portal on or before the deadline for submission as established by FEMA.
13. Address Requests for Information (RFI) from FDEM staff during the programmatic, engineering, and environmental reviews of the FMA application. These efforts will include direct coordination with the City and FDEM representatives during the review of the grant application.
14. As part of FDEM's technical review process, Pegasus will coordinate with City staff to update and/or revise specific sections of the grant application, as necessary, to incorporate FDEM's review comments.
15. Attend City Commission Meetings with scheduled agenda items encompassing discussions related to this mitigation project, as needed.
16. Prepare project status reports via monthly invoices.

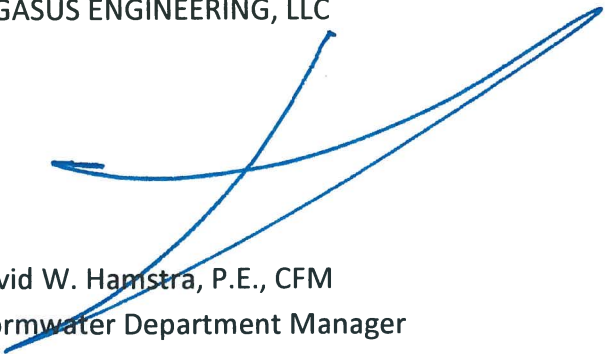
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October 1, 2025

We appreciate the opportunity to serve the City of Port Orange on this important assignment. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Respectfully,

PEGASUS ENGINEERING, LLC




David W. Hamstra, P.E., CFM
Stormwater Department Manager

cc: Valerie Duhl, City of Port Orange
Leylah Saavedra, Pegasus Engineering

City of Port Orange
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Acquisition & Demolition of 12 Flood-Prone Homes
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Project Continuing Contract No. RFSQ #23-11

Approved for Pegasus Engineering, LLC

	Principal	October 1, 2025
_____	_____	_____
Fursan Munjed, P.E.	Officer's Title	Date

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(Please return one executed copy of this proposal for our Pegasus Engineering records).

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Authorized Signature	Officer's Title	Date

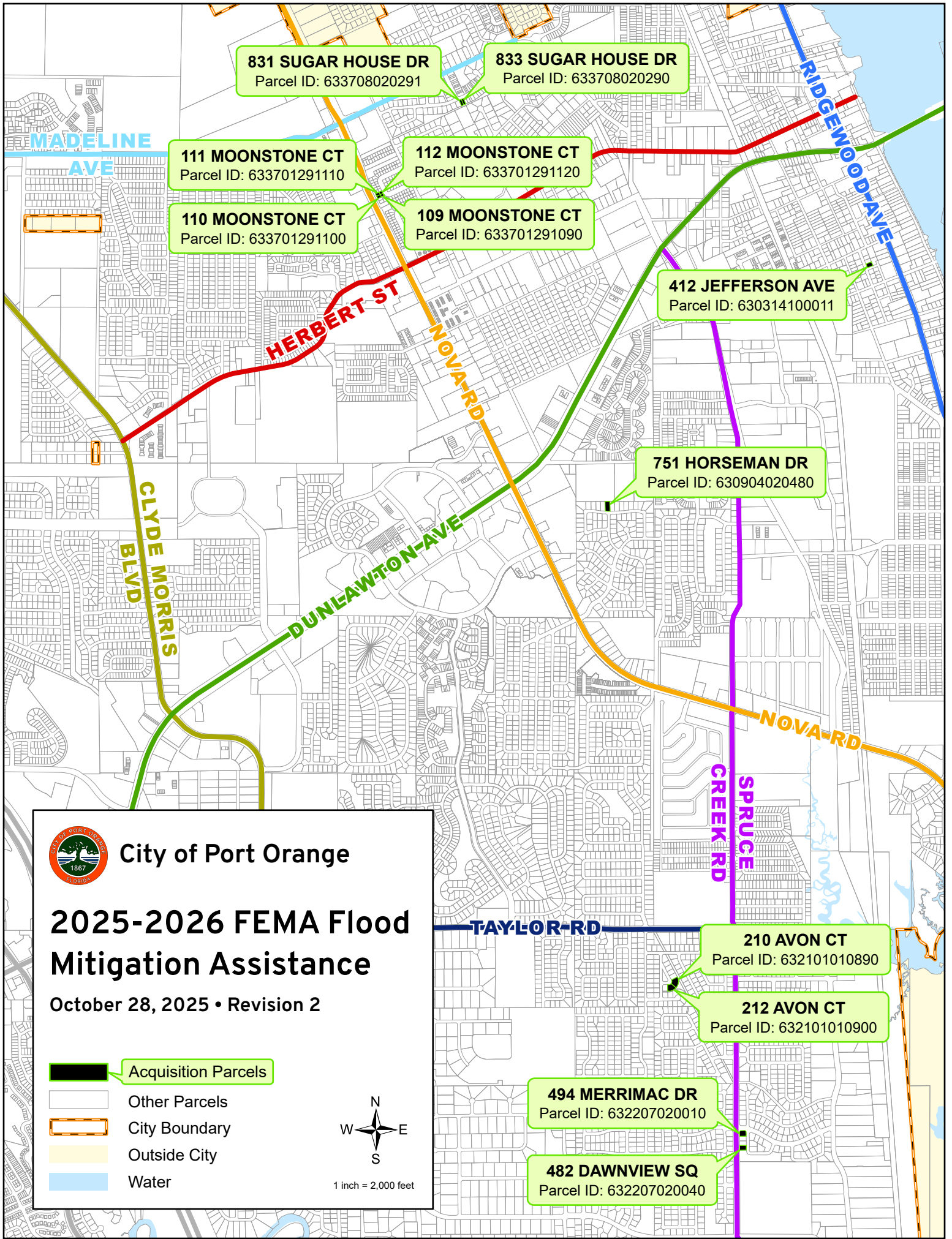
EXHIBIT "A"
Manhour and Fee Estimate
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GRANT APPLICATION DEVELOPMENT FOR THE ACQUISITION & DEMOLITION OF 12 FLOOD-PRONE HOMES
FY 2025 FLOOD MITIGATION ASSISTANCE GRANT PROGRAM



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							Breakdown in Fees	
							(1) Labor Costs	= \$41,340.00
							(2) Reimbursable Expenses	= \$340.00
							TOTAL HOURLY NOT TO EXCEED AMOUNT	= \$41,680.00





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Parcel ID: 632207020010






482 DAWNVIEW SQ
Parcel ID: 632207020040



City of Port Orange

2025-2026 FEMA Flood Mitigation Assistance

October 28, 2025 • Revision 2

-  Acquisition Parcels
-  Other Parcels
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-  Outside City
-  Water



1 inch = 2,000 feet

EXHIBIT 2

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- Access to Cambridge Canal for City maintenance.
- Hurricanes Milton and Ian caused \$100,000 to \$150,000 of flood damage for each property per storm.

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CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 11/18/2025

SUBJECT: (B7d) Approval of Change Order No. 2 to the EJCDC Agreement for ITB #24-13 for the Jackson Street and Oak Street Drainage Improvements Project with GPS Civil Construction, Inc.

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Change Order No. 2 to the EJCDC Agreement for ITB #24-13 with GPS Civil Construction, Inc. and to authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: The Engineering Department is requesting approval of Change Order No. 2 to the EJCDC Agreement with GPS Civil Construction, Inc. for the Jackson Street and Oak Street Drainage Improvement Project for a time extension.

On July 16, 2024, the City entered into an agreement with GPS Civil Construction, Inc. for the Jackson Street and Oak Street Drainage Improvements Project. The scope of this project includes installation of stormwater piping within existing roadside ditches along Jackson Street (from Dunlawton Avenue to Canalview Boulevard) and along Oak Street adjacent to Memorial Park, relocation of overhead power lines currently situated in the ditch on the west side of Jackson Street, construction of new sidewalks and raised curbing along the west side of Jackson St. and repaving Jackson St. and Oak St. within the limits of the project.

On July 15, 2025, Council approved Change Order No. 1 for \$45,393 (revised agreement not to exceed \$2,916,208.35). Change Order No. 1 was issued for modifications to the drainage structures by adding 3-foot concrete risers that allow the stormwater piping to be lowered to eliminate the conflict with the existing sanitary sewer laterals and ensuring proper separation between the stormwater and sanitary sewer systems. No additional time was requested.

Change Order No. 2 proposes a 180-day extension to the final completion date, revising it from November 11, 2025, to May 10, 2026. This extension is necessary due to delays in the relocation of overhead power and communication lines along Jackson Street. The 180-day extension is a conservative estimate of the time required to complete the remaining work due to the uncertainty of the timing of the private utilities completing their portion of the work. Once the existing overhead lines are relocated to the new poles and the old poles are removed from the ditch by FPL and the private utilities, the City's contractor can then proceed with installing the stormwater piping along Jackson

Street. The City's contractor anticipates that the stormwater pipe installation phase will take approximately 4 to 5 weeks to complete. Following the completion of the drainage installation, work will begin on the sidewalk, curbing, and repaving, which is expected to take an additional 6 to 8 weeks. The requested extension also accounts for potential delays during the upcoming holiday season and allows sufficient time for the final project closeout. There is no additional cost associated with this request for an extension of time.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	GPS Civil Construction, Inc. Chande Order No 2 to EJCDC Agreement - Jackson Oak Street Drainage Improvements	GPS Civil Construction, Inc. Chande Order No 2 to EJCDC Agreement - Jackson Oak Street Drainage Improvements.pdf
2.	GPS Civil Construction - Jackson & Oak Drainage Improvements Change Order	GPS Civil Construction - Jackson & Oak Drainage Improvements Change Order.pdf
3.	Executed NTP	Executed NTP.pdf
4.	CO No 1 - Executed Copy	CO No 1 - Executed Copy.pdf
5.	EXECUTED GPS Civil Construction Inc EJCDC Agreement ITB 24-13 Jackson St and Oak St Drainage Improvements	EXECUTED GPS Civil Construction Inc EJCDC Agreement ITB 24-13 Jackson St and Oak St Drainage Improvements.pdf
6.	RECORDED GPS Civil Construction, Inc. ITB 24-13 Jackson St and Oak St Drainage Improvements Payment and Performance Bond	RECORDED GPS Civil Construction, Inc. ITB 24-13 Jackson St and Oak St Drainage Improvements Payment and Performance Bond.pdf
7.	GPS - COI 3.2026 ITB 24-13	GPS - COI 3.2026 ITB 24-13.pdf
8.	Human Trafficking	Human Trafficking.pdf

Julia Wiggins	Created/Initiated - 10/20/2025
Richard Colby	Approved - 10/20/2025
Junos Reed	Approved - 10/24/2025
Matthew Jones	Approved - 10/28/2025
Wayne Clark	Final Approval - 11/05/2025

CHANGE ORDER NO. 2
To the EJCDC Agreement, dated July 16, 2024
GPS CIVIL CONSTRUCTION, INC. Contractor

Project: ITB 24 – 13 Jackson Street and Oak Street Drainage Improvements

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$2,870,815.35	Original Contract Times: 330 days Final Completion: November 11, 2025 (NTP effective December 16, 2024)
Net changes from previous Change Order:	Changes in contract time from previous Change Orders:
No. 1: \$45,393.00	No. 1: N/A
Contract Price prior to this Change Order: \$2,916,208.35	Contract Completion Date prior to this Change Order: November 11, 2025
Net Increase (decrease) of this Change Order:	Changes in contract time requested this Change Order:
No. 2: \$0.00	No. 2: 180 days
Contract Price with all approved Change Orders: \$2,916,208.35	Contract Times with all approved Change Orders: Final Completion: May 10, 2026

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the EJCDC Agreement CA8476; entered into by and between the parties on July 16, 2024.
- II. REQUIRED CHANGES: Change Order is necessary to add 180 days to the final completion date. No goods shall be delivered, nor services commenced hereunder until this Change Orde has been fully executed by all parties.
- III. JUSTIFICATION: Change Order No 2 is necessary to add 180 days to move the Substantial Completion date, adjusting the Final Completion date from November 11, 2025, to May 10, 2026.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms the EJCDC Agreement subject to a limit not to exceed \$2,916,208.35. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:
RICHARD COLBY
Department Project Manager

ACCEPTED BY:
GREGORY SCHLAFFER
GPS Civil Construction, Inc.

By: _____
Richard Colby, Construction Manager

By: _____
Gregory Schlaffer, President

Date Signed: _____

Date Signed: _____

RECOMMENDED BY:
N/A
City's Representative

RECOMMENDED BY:
N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Junos Reed, City Engineer

Date Signed: _____

City Manager

By: _____
Wayne Clark, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Scott Stiltner, Mayor

Robin L. Fenwick, MMC, City Clerk

Date Signed: _____

Date Signed: _____

From: [Reed, Junos](#)
To: [Wiggins, Julia](#)
Cc: [Tiffany, James](#)
Subject: GPS Civil Construction - Jackson & Oak Drainage Improvements Change Order
Date: Tuesday, October 14, 2025 10:24:24 AM

Julia,

Can you get a change order to GPS Civil on the second CC meeting in November. The change order will be to add 180 days to the contract due to delays caused by FPL's relocation of the overhead power along Jackson St. No additional cost associated with this CO

Thanks,
Junos



CITY OF PORT ORANGE NOTICE TO PROCEED

Issued By: Junos Reed, City Engineer
Engineering Department
1395 Dunlawton Avenue
Port Orange, FL 32129
Ph:(386) 506-5751
jwiggins@port-orange.org

Issued To: GPS Civil Construction, Inc.
455 Walker Street
Holly Hill, FL 32117

PROJECT TITLE: ITB 24-13 – Jackson St & Oak St Drainage Improvement Prj
EJCDC Agreement CA8476 (240177)
Project SW221 (DIP204) (PO-20240063)

This **Notice to Proceed** issued to your company is for the above referenced project and in accordance with EJCDC Agreement CA8476 (240177) as it relates to ITB 24-13 – Jackson Street & Oak Street Drainage Improvement Project, and all terms and conditions of the agreement between the City of Port Orange and GPS Civil Construction, Inc. The **effective date** of this **Notice to Proceed** is **December 16, 2024**, for **Final Completion** by **November 11, 2025**.

Please sign below acknowledging and agreeing to the contents of this Notice to Proceed and return a copy of this form to Julia Wiggins, Engineering Business Manager via email jwiggins@port-orange.org.

Project Manager: Junos Reed, City Engineer

All future correspondence or requests for changes to the contract must be addressed to City Engineer

ISSUED BY:

Owner: City of Port Orange

This 9 day of December 2024

By: 
Junos Reed


Title: City Engineer

ACCEPTANCE NOTICE:

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

Company: GPS Civil Construction, Inc.

This 9TH day of DECEMBER, 2024

By: 
Greg Schlaffer

Title: President

CHANGE ORDER NO. 1
To the EJCDC Agreement, dated July 16, 2024
GPS CIVIL CONSTRUCTION, INC. Contractor

Project: ITB 24-13 Jackson Street and Oak Street Drainage Improvements

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$2,870,815.35	Original Contract Times: 330 days Final Completion: November 11, 2025 (NTP effective December 16, 2024)
Net changes from previous Change Order: No. : N/A	Changes in contract time from previous Change Orders: No. : N/A days
Contract Price prior to this Change Order: \$2,870,815.35	Contract Completion Date prior to this Change Order: November 11, 2025
Net Increase (decrease) of this Change Order: No. 1 \$45,393.00	Changes in contract time requested this Change Order: No. 1 0 days
Contract Price with all approved Change Orders: \$2,916,208.35	Contract Times with all approved Change Orders: Final Completion: November 11, 2025

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under EJCDC Agreement (CA8476) entered into by and between the parties on July 16, 2024.
- II. **REQUIRED CHANGES:** Change Order is necessary to provide additional funds for the construction of 13 drainage structures with 3ft concrete risers and for the replacement of a failing ditch bottom inlet drainage structure. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:** Necessary to resolve a drainage piping conflict with the sewer later service to the residents homes. No additional time requested.
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the EJCDC Agreement subject to a limit not to exceed \$45,393.00; with revised contract amount of \$2,916,208.35. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

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

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

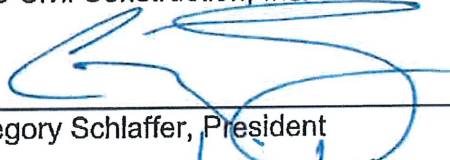
The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to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

RECOMMENDED BY:
RICHARD COLBY
Department Project Manager

By: 
Richard Colby, Construction Manager

Date Signed: 7/11/2025

ACCEPTED BY:
GREGORY SCHLAFFER
GPS Civil Construction, Inc.

By: 
Gregory Schlaffer, President

Date Signed: 7/03/2025

RECOMMENDED BY:
N/A
City's Representative

By: _____
Printed Name: _____
Title: _____

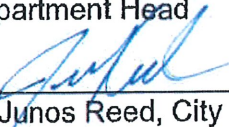
Date Signed: _____

RECOMMENDED BY:
N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: 
Junos Reed, City Engineer

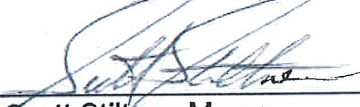
Date Signed: 7/11/2025

City Manager

By: N/A
Wayne Clark, City Manager

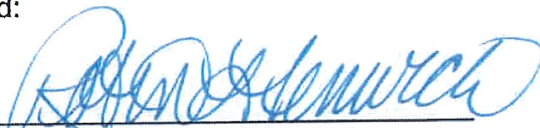
Date Signed: N/A

If Council approval is required:

By: 
Scott Stillner, Mayor

Date Signed: 7/15/2025

Affirmed:

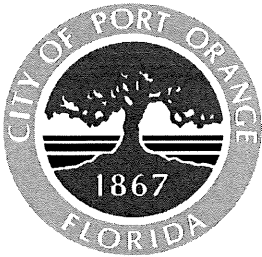

Robin L. Fenwick, MMC, City Clerk

Date Signed: 7/15/2025

Change Order Proposal

Project: Jackson and Oak St
 Change Order #01 - 36" Risers Added to 13 Structures
 Date: 5.7.2025

Row	Description	Unit	Quantity	Existing Contract Items		Material		Labor		Equipment		Subcontractor		Total
				Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal	
1	Add 36" Risers to 13 Structures	ea	13			\$ 492.00	\$ 6,396.00							\$ 6,396.00
	Add Riser	hr	13					\$ 50.00	\$ 650.00					\$ 650.00
	Foreman	hr	13					\$ 35.75	\$ 464.75					\$ 464.75
	Equipment Operator	hr	13					\$ 28.88	\$ 375.44					\$ 375.44
	Equipment Operator	hr	13					\$ 27.50	\$ 357.50					\$ 357.50
	Ground Man	hr	13					\$ 27.50	\$ 357.50					\$ 357.50
	Ground Man	hr	13					\$ 27.50	\$ 357.50					\$ 357.50
	Foreman - Pickup w/ Small Tools	hr	13					\$ 66.71	\$ 867.23					\$ 867.23
	Loader	hr	13					\$ 78.00	\$ 1,014.00					\$ 1,014.00
	Large Excavator	hr	13					\$ 136.00	\$ 1,768.00					\$ 1,768.00
	Deepest Dewatering and additional fuel	ls	1					\$ 2,330.00	\$ 2,330.00					\$ 2,330.00
	Trench Box	mo	1					\$ 1,344.00	\$ 1,344.00					\$ 1,344.00
	MOT Rental	mo	1					\$ 600.00	\$ 600.00					\$ 600.00
2	Install 19x30 3' Deeper	lf	1099											\$ -
	Install pipe 3' Deeper than Original Depth	hr	20					\$ 50.00	\$ 1,000.00					\$ 1,000.00
	Foreman	hr	20					\$ 35.75	\$ 715.00					\$ 715.00
	Equipment Operator	hr	20					\$ 28.88	\$ 577.60					\$ 577.60
	Equipment Operator	hr	20					\$ 27.50	\$ 550.00					\$ 550.00
	Ground Man	hr	20					\$ 27.50	\$ 550.00					\$ 550.00
	Ground Man	hr	20					\$ 27.50	\$ 550.00					\$ 550.00
	Foreman - Pickup w/ Small Tools	hr	20					\$ 66.71	\$ 1,334.20					\$ 1,334.20
	Loader	hr	20					\$ 78.00	\$ 1,560.00					\$ 1,560.00
	Large Excavator	hr	20					\$ 136.00	\$ 2,720.00					\$ 2,720.00
	Deepest Dewatering and additional fuel	ls	1					\$ 2,330.00	\$ 2,330.00					\$ 2,330.00
	Trench Box	mo	1					\$ 1,344.00	\$ 1,344.00					\$ 1,344.00
	MOT Rental	mo	1					\$ 600.00	\$ 600.00					\$ 600.00
3	Replace Existing Dog House Inlet on Oak Street	ea	1											\$ -
	Remove and replace raised dog house inlet	hr	6					\$ 50.00	\$ 300.00					\$ 300.00
	Foreman	hr	6					\$ 35.75	\$ 214.50					\$ 214.50
	Equipment Operator	hr	6					\$ 28.88	\$ 173.28					\$ 173.28
	Equipment Operator	hr	6					\$ 27.50	\$ 165.00					\$ 165.00
	Ground Man	hr	6					\$ 27.50	\$ 165.00					\$ 165.00
	Ground Man	hr	6					\$ 27.50	\$ 165.00					\$ 165.00
	Foreman - Pickup w/ Small Tools	hr	6					\$ 66.71	\$ 400.26					\$ 400.26
	Loader	hr	6					\$ 78.00	\$ 468.00					\$ 468.00
	Large Excavator	hr	6					\$ 136.00	\$ 816.00					\$ 816.00
	C Inlet	ls	1					\$ 1,500.00	\$ 1,500.00					\$ 1,500.00



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/15/2025

SUBJECT: (B7f) Approval of Change Order No 1 to the EJCDC Agreement for ITB 24-13 Jackson Street and Oak Street Drainage Improvements with GPS Civil Construction, Inc.

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Change Order No 1 to the EJCDC Agreement for ITB 24-13 with GPS Civil Construction, Inc and authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: The Engineering Department is requesting approval of Change Order No 1 to EJCDC Agreement with GPS Civil Construction, Inc. for the Jackson Street and Oak Street Drainage Improvement Project for \$45,393.00; the revised agreement amount is not to exceed \$2,916,208.35. No additional time is being requested with this Change Order.

On July 16, 2024, the City entered into an agreement with GPS Civil Construction, Inc. for ITB 24-13, Jackson Street and Oak Street Drainage Improvements. The scope of the project includes installing stormwater piping within the existing roadside ditches along Jackson Street and Oak Street, adjacent to Memorial Park. The design called for the new drainage pipe along Jackson Street to be installed at approximately the same elevation as the bottom of the existing ditch.

At the time of design, it was not anticipated that sanitary sewer laterals serving homes on the west side of Jackson Street would conflict with the proposed drainage improvements, as the drainage pipe was intended to follow the ditch bottom elevation. However, upon field verification by the Contractor and City staff, it was determined that the proposed drainage system conflicts with existing sewer laterals due to their shallow installation depth—some of which are located less than six inches below the ditch bottom elevation.

To resolve this conflict, City staff, in coordination with the Engineer of Record, propose modifying the drainage structures along the affected section of Jackson Street. Specifically, 3-foot concrete risers will be installed to allow the stormwater piping to be lowered, thereby eliminating the conflict with the existing sanitary sewer laterals and ensuring proper separation between the two systems.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	DRAFT Change Order No 1 - GPS Civil CA8476 Jackson and Oak	GPS Civil - CO#1 - Jackson Oak.docx
2.	GPS Civil Construction - CO 1 request	Contract Change Order #1 - Install 36in Risers and New Dog House Inlet.pdf
3.	EXECUTED GPS Civil Construction Inc EJCDC Agreement ITB 24-13 Jackson St and Oak St Drainage Improvements	EXECUTED GPS Civil Construction Inc EJCDC Agreement ITB 24-13 Jackson St and Oak St Drainage Improvements.pdf
4.	RECORDED GPS Civil Construction, Inc. ITB 24-13 Jackson St and Oak St Drainage Improvements Payment and Performance Bond	RECORDED GPS Civil Construction, Inc. ITB 24-13 Jackson St and Oak St Drainage Improvements Payment and Performance Bond.pdf
5.	GPS Civil Construction, Inc. (ITB 24-13) All 3.1.2026	GPS Civil Construction, Inc. (ITB 24-13) All 3.1.2026.pdf
6.	NTP - GPS Civil Jackson Oak Drainage	NTP - GPS Civil Jackson Oak Drainage.pdf
7.	GPS Civil - Affidavit for Human Trafficking 9.24.2024	GPS Civil - Affidavit for Human Trafficking 9.24.2024.pdf

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

Created/Initiated - 6/12/2025
Approved - 6/12/2025
Approved - 6/16/2025
Approved - 6/20/2025
New -



Internal Processing Memo

SUBJECT:

Approval of Change Order No 1 to the EJCDC Agreement for ITB 24-13 Jackson Street and Oak Street Drainage Improvements with GPS Civil Construction, Inc.

DESCRIPTION:

Engineering Department is requesting approval of Change Order No 1 to EJCDC Agreement with GPS Civil Construction, Inc. for the Jackson Street and Oak Street Drainage Improvement Project for \$45,393.00; revised agreement not to exceed \$2,916,208.35. No additional time is being requested at this time.

On July 16, 2024, the City entered into an agreement with GPS Civil Construction, Inc. for ITB 24-13 Jackson Street and Oak Street Drainage Improvements. The scope of the project was to culvert the existing ditch along Jackson Street at roughly the existing elevation. This would allow for safe pedestrian traffic along a sidewalk and eliminate a vehicle drop-off into the roadside, right-of-way ditch. The current design didn't anticipate the sanitary sewer laterals to the homes conflicting with these proposed drainage improvements, since the pipe would run at the existing ditch bottom elevation. After verification by the Contractor and City Staff, it turns out that the proposed drainage piping conflicts with the sewer lateral services to the home. To resolve this conflict, City Staff and the Engineer of Record propose that 11-qty drainage structures be constructed with 3-ft concrete risers to allow the drainage pipe to be constructed at a lower elevation and eliminating the conflict between sewer and stormwater drainage. In addition to the task above, a failing ditch bottom inlet drainage structure within Oak Street right-of-way was requested to be replaced to prevent any injury, due to the grate's exceedance of service life.

RECOMMEND MOTION:

Move to approve Change Order No 1 to the EJCDC Agreement for ITB 24-13 with GPS Civil Construction, Inc and authorize the Mayor and City Clerk to execute all contract documents.

FUNDING:

Fund: 403-8099-536-56304-SW221

ATTACHMENTS:

- a.) DRAFT Change Order No 1
- b.) GPS Civil – Quote Doc
- c.) Executed EJCDC Agreement
- d.) Executed Bond
- e.) Executed NTP
- f.) Current COI
- g.) Human Trafficking Doc

Wiggins, Julia

From: Tiffany, James
Sent: Tuesday, June 10, 2025 2:23 PM
To: Wiggins, Julia
Cc: Reed, Junos
Subject: FW: [EXT] Jackson and Oak St - Contract Change Order #1 - Add 36" Riser Sections and C-Inlet Replacement
Attachments: Contract Change Order #1 - Install 36in Risers and New Dog House Inlet.pdf

Julia,

Please see my brief narrative regarding this first contractual change order for the Jackson Street & Oak Street Drainage Improvements Project - ITB #24-13.

The scope of the project was to culvert the existing ditch along Jackson Street at roughly the existing elevation. This would allow for safe pedestrian traffic along a sidewalk and eliminate a vehicle drop-off into the roadside, right-of-way ditch. The current design didn't anticipate the sanitary sewer laterals to the homes conflicting with these proposed drainage improvements, since the pipe would run at the existing ditch bottom elevation. After verification by the Contractor and City Staff, it turns out that the proposed drainage piping conflicts with the sewer lateral services to the home. To resolve this conflict, City Staff and the Engineer of Record propose that ~~11~~ ¹³ qty drainage structures be constructed with 3-ft concrete risers to allow the drainage pipe to be constructed at a lower elevation and eliminating the conflict between sewer and stormwater drainage.

In addition to the task above, a failing ditch bottom inlet drainage structure within Oak Street right-of-way was requested to be replaced to prevent any injury, due to the grate's exceedance of service life.

James Tiffany, P.E.

Public Works Engineer

City of Port Orange

Civil Engineer, Engineering Department

1395 Dunlawton Avenue

Port Orange FL 32127-4749

386-506-5572

jtiffany@port-orange.org

www.port-orange.org



From: Matt Boone <matt@gpscivil.com>

Sent: Thursday, May 29, 2025 9:40 AM

To: Tiffany, James <jtiffany@port-orange.org>; Jason Salatto <jsalatto@zevcohen.com>

Cc: Greg Schlawfer <greg@gpscivil.com>; Dallas Moore <dallas@gpscivil.com>; Jeremy Hardy <jhardy@gpscivil.com>

Subject: [EXT] Jackson and Oak St - Contract Change Order #1 - Add 36" Riser Sections and C-Inlet Replacement

James,

Attached is Change Order #1. It includes the 36" riser sections and the replacement doghouse C-Inlet that we discussed yesterday. Please process and give me a call if we need to discuss anything.

Thanks,
Matt

From: Matt Boone <matt@gpscivil.com>

Sent: Wednesday, May 7, 2025 11:57 AM

To: 'jtiffany@port-orange.org' <jtiffany@port-orange.org>; 'Jason Salatto' <jsalatto@zevcohen.com>

Cc: 'Greg Schlaffer' <greg@gpscivil.com>; 'Dallas Moore' <dallas@gpscivil.com>; 'Rick Haines' <rick@gpscivil.com>

Subject: Jackson and Oak St - CO#5 Adding 36" Riser Sections on Storm Structures per RFI-04

Hey James,

Attached is our proposal to add the 36" risers to the storm structures per RFI-04. Please review and let me we are good to proceed and I'll release them to production.

Thanks,
Matt

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

This Agreement is by and between **City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129** ("Owner") and **GPS Civil Construction, Inc.** ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Pipe the existing drainage ditches on the west side of Jackson Street (between Dunlawton Avenue and Canalview Boulevard) and the south side of Oak Street (between Jackson Street and Dunlawton Avenue), milling and resurfacing of Jackson Street and Oak Street, and adding new sidewalks to the west side of Jackson Street from Oak Street to Canalview Boulevard and on the north side of Oak Street from Jackson Street to Dunlawton Avenue.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

ITB 24-13 Jackson Street and Oak Street Drainage Improvements.

ARTICLE 3—ENGINEER

3.01 The part of the project that pertains to the Work has been designed by the Project Engineer, **Rober E. Ball, P.E.** ("Engineer") of **Zev Cohen & Associates, Inc.**, and shall act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. Deleted in its entirety.

4.03 *Contract Times: Days*

- A. The Work will be substantially complete within **330** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.

4.04 *Milestones* – Deleted in its entirety.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$0.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$0.00 for each day that expires after such time until the Work is completed and ready for final payment.

3. Deleted in its entirety.

- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

- C. Deleted in its entirety.

4.06 *Special Damages* - Deleted in its entirety.

- A. Deleted in its entirety.
- B. Deleted in its entirety.
- C. Deleted in its entirety.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. Deleted in its entirety.
- B. Deleted in its entirety.
- C. Deleted in its entirety.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **15th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95%** percent of the value of the Work completed (with the balance being retainage).

1) Deleted in its entirety.

b. Deleted in its entirety.

B. Owner shall withhold Five percent (5%) of each progress payment as retainage.

6.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest Deleted in its entirety.

A. Deleted in its entirety.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

A. The Contract Documents consist of all of the following:

1. This Agreement (pages 1 to 28, inclusive).

2. Bonds:
 - a. Combination Payment and Performance bond, together with power of attorney, (pages 1 to 3, inclusive).
3. General Conditions (pages 1 to 74, inclusive).
4. Deleted in its entirety.
5. Deleted in its entirety (Technical Specifications are incorporated in Bid Set Drawings).
6. Bid Set Drawings, on file with City Engineer, Junos Reed (pages 1 to 20, inclusive).
7. Addendum No. 1 (pages 1 to 2, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit No. 1 Contractor's Bid Schedule (pages 1 to 2, inclusive).
 - b. Exhibit No. 2 Contractor's Proposal (pages 1 to 58, inclusive).
 - c. Exhibit No. 3 Composite Exhibit No. 3 City's ITB 24-13 Jackson Street and Oak Street Drainage Improvements (pages 1 to 277, not attached, on file with office of the City Clerk).
 - d. Exhibit No. 4 City of Port Orange Community Development Block Grant Program ("CDBG") Operating and Procedures Manual (pages 1 to 23, inclusive).
 - e. Exhibit No 5 General Decision Number FL20240137 Davis-Bacon Wage Determination (pages 1 to 7, inclusive).
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.02 *Successors and Assigns*

Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.03 *Severability*

Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions and parts shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable

provision or part that comes as close as possible to expressing the intention of the stricken provision.

9.04 *No-Damage-for-Delay*

Contractor shall not be entitled to any damages (including, without limitation, expenses, costs, fees, extended field overhead and general conditions, equipment costs, home office overhead, lost productivity and inefficiency damages, additional payroll and labor costs, etc.) for any delay to its Work. Contractor's sole and exclusive remedy for a delay to its Work that is not caused by Contractor (or a person or entity performing a portion of Contractor's scope of Work) shall be an extension of time to substantially complete and finally complete the Project; provided, however, that Owner granting Contractor an extension of time is not a condition precedent to this no-damage-for-delay provision. Contractor shall also not be entitled to any damages for disruption or interference to its Work or for having to accelerate or incur additional labor or payroll costs in order to make up or overcome a delay to its Work so that it can maintain the dates for Substantial Completion and Final Completion. Contractor agrees that in determining and agreeing to the Contract Price it is considered this no-damage-for-delay provision and understands that it is not entitled to any damages whatsoever for a delay to its Work.

9.05 *No intended Third-Party Beneficiaries*

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

9.06 *Public Record Compliance*

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically: (a) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the City would provide the records at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

9.07 *Records*

The design, permits and all other records prepared by the Contractor, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Contractor shall be retained by the Contractor for the requisite time set forth in Florida Administration Code Rule 1 b-24.

<http://dos.myflorida.com/library-archives/records-management/>. Contractor may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. Contractor agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney.

9.08 *Force Majure*

Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

9.09 *Contract construction*

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

9.10 *Financial Disclosures*

During the term of this Contract, Contractor covenants and agrees that it will keep adequate books and records of accounts in accordance with Generally Accepted Accounting Principals (GAAP). Contractor further covenants and agrees that in the event the Contractor becomes insolvent and/or fails to pay its current obligations when they become due, Contractor shall so advise Owner of such situation and, upon request from the Owner, Contractor shall provide to Owner financial statements of Contractor, including current income and expense statements of Contractor, consolidated balance sheets signed by a financial officer of Contractor, and audited reports provided by Contractor to Contractor's Surety, audited financial statements certified by a Certified Public Accountant concerning the financial affairs of the Contractor and all affiliates of Contractor, and such other financial information requested by Owner. All such financial information shall comply with GAAP.

In the event that Contractor becomes insolvent and/or fails to pay its obligations when they become due, Contractor hereby authorized its sureties, lenders, financial institutions and other third parties to release Owner financial information requested by Owner, including, but not limited to, the financial information described in the preceding paragraph.

9.11 *Waiver of Jury Trial*

All parties hereby waive any and all right to any trial by jury in any action or proceeding arising directly or indirectly hereunder.

9.12 *E-Verify*

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

9.13 *Compliance with Other Federal Standards*

(a) Termination for Cause. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms are set forth in Article 16 of General Conditions.

(b) Termination for Convenience. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Article 16 of General Conditions.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such

compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or

any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number

for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or

transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer

be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1).”

(e) Copeland Anti Kick Back Act: Compliance with the Copeland “Anti-Kickback” Act.

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above, and also a clause requiring the subcontractors to include the clause in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor the contract clause.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over \$100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Contractor shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Contractor shall include these provisions, in full, into any subcontracts.

(1) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the *Contract Work Hours and Safety Standards Act* and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

For contracts exceeding \$150,000.00, the following provisions apply:

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
- (3) The Contractor agrees to include these requirements in each subcontract

exceeding \$150,000 financed in whole or in part with federal assistance provided by HUD through Community Development Block Grant Program.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management (“FDEM”), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by HUD through Community Development Block Grant Program.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification, included in the solicitation referenced hereinabove and made a part hereof by this reference, is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer

or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Required Certification: If applicable, the Contractor must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*, included in the solicitation and made a part hereof by reference.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

If applicable to the Federal awarding agency requirements:

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(2) *Prohibitions.*

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system;
or
- d. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

- (i) This clause does not prohibit Contractors from providing—
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (ii) By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 - 1. Are *not used* as a substantial or essential component of any system; *and*
 - 2. Are *not used* as critical technology of any system.
 - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) *Reporting requirement.*

- (i) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

- a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Contractor agrees to provide City, any pass-through entity, the State of Florida and the Recipient (if applicable), authorized representatives of the United States Department of Housing and Urban and Development (“HUD”), the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means

whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the HUD/CDBG Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the HUD/CDBG Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under the Federal agency award or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained hereinabove.

(p) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that HUD and Community Development Block Grant Program ("CDBG") financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, HUD and CDBG policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(q) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(r) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(s) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(t) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first

produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(u) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug-Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(v) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(w) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the HUD and CDBG grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(x) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(y) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(z) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by Housing and Urban Development ("HUD").

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to HUD, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to HUD.

Required Certification: Unless otherwise waived for HUD CDBG financial assistance programs that are subject to BABAA, Contractor and subcontractors must sign and submit a compliance certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on July 16, 2024 (which is the Effective Date of the Contract).

Contractor: **GPS Civil Construction, Inc.**

(typed or printed name of organization)


By: 
(individual's signature)

Date: 7/02/2024
(date signed)

Name: Gregory Schlaffer
(typed or printed)

Title: President
(typed or printed)

(If company is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Title: Secretary
(typed or printed)

Address for giving notices:

455 Walker Street

Holly Hill, Florida 32117

Phone: (386) 872-5811

Email: Greg@gpscivil.com

License No.: CDC1523245

State: Florida

Owner:

City of Port Orange

(typed or printed name of organization)

By:

Donald O. Burnette

(individual's signature)

Date:

July 16, 2024

(date signed)

Name:

Donald O. Burnette

(typed or printed)

Title:

Mayor

(typed or printed)

Attest:

Robin L. Fenwick, MMC

Robin L. Fenwick

(individual's signature)

Title:

City Clerk

(typed or printed)

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129

(386) 506-5500



Payment and Performance Bond
For Completion and Return to City for Recording
Consisting of 3 Pages

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: GPS Civil Construction, Inc.
Principal Business Address: 455 Walker Street
Holly Hill, Florida 32117
Contact Person: Gregory Schlaffer, President
Phone Number: (386) 872-5811

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

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

Amount: \$2,870,815.35 **City Case/Project No.** ITB 24-13 Jackson Street & Oak Street Drainage Improvements

Description of Work: ITB 24-13 Jackson Street & Oak Street Drainage Improvements

Project Location: Portions of Jackson Street from Dunlawton Avenue to Canalview Boulevard, and portions of Oak Street from Jackson Street to Dunlawton Avenue, Port Orange, Volusia County, Florida 32129

Legal Description: Portions of Jackson Street from Dunlawton Avenue to Canalview Boulevard, and portions of Oak Street from Jackson Street to Dunlawton Avenue, Port Orange, Volusia County, Florida 32129, and as further described in Bid Set Drawings of ITB 24-13.

Front Page

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

GPS Civil Construction, Inc.

ITB 24-13 Jackson Street and Oak Street Drainage Improvements

Bond No. _____

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

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

BY THIS BOND, We, **GPS CIVIL CONSTRUCTION, INC.** as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **TWO MILLION EIGHT HUNDRED SEVENTY THOUSAND EIGHT HUNDRED FIFTEEN AND 35/100 DOLLARS (\$2,870,815.35)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain EJCDC Agreement, having an effective date of _____, entered into by and between the Principal and the City, for Jackson Street and Oak Street Drainage Improvements, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 2024.

Attest:

GPS CIVIL CONSTRUCTION, INC.

(As to Corporate Principal) Secretary

By: _____
Gregory Schlaffer, President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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

**FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.
PAYMENT AND PERFORMANCE BOND**

(Public Works)

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

BOND NO. 7901143485

PRINCIPAL:

Developer or Contractor: GPS Civil Construction, Inc.
Principal Business Address: 455 Walker Street
Holly Hill, Florida 32117
Contact Person: Gregory Schlaffer, President
Phone Number: (386) 872-5811

SURETY:

Address: Nationwide Mutual Insurance Company
One West Nationwide Blvd. 1-04-701
Columbus, OH 43215
Contact Person: Brian Pflum
Phone Number: 515-508-4159

OWNER:

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

Amount: \$2,870,815.35 **City Case/Project No.** ITB 24-13 Jackson Street & Oak Street Drainage Improvements

Description of Work: ITB 24-13 Jackson Street & Oak Street Drainage Improvements

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Front Page

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

GPS Civil Construction, Inc.

ITB 24-13 Jackson Street and Oak Street Drainage Improvements

Bond No. 7901143485

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

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

BY THIS BOND, We, **GPS CIVIL CONSTRUCTION, INC.** as Principal, and Nationwide Mutual Insurance Company a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **TWO MILLION EIGHT HUNDRED SEVENTY THOUSAND EIGHT HUNDRED FIFTEEN AND 35/100 DOLLARS (\$2,870,815.35)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain EJCDC Agreement, having an effective date of JULY 16, 2024, entered into by and between the Principal and the City, for Jackson Street and Oak Street Drainage Improvements, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

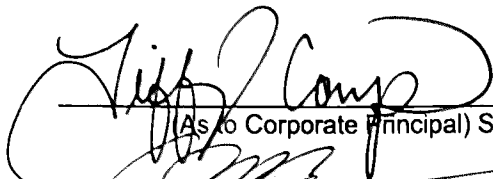
Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

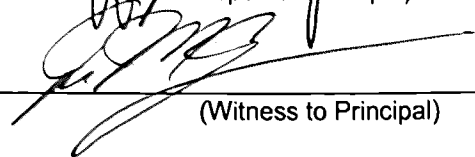
Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this 16th day of July, 2024.

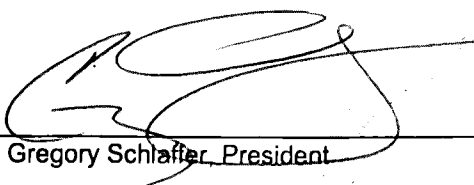
Attest:

GPS CIVIL CONSTRUCTION, INC.



(As to Corporate Principal) Secretary


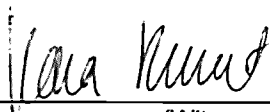
(Witness to Principal)

By: 

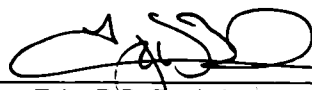
Gregory Schlafer, President

(Corporate Seal)

Nationwide Mutual Insurance Company
(Surety)



(Witness to Surety)

By: 

Name: Tyler D DeFord, Attorney-in-Fact
(Attorney-in-Fact)

(Corporate Seal)

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

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

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT

Nationwide Mutual Insurance Company an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "The Companies" does hereby make, constitute and appoint

STEPHEN P FARMER; TYLER D DEFORD; VINCENT DI LUCA; ASHLEY TYRRE; KARA RUCKERT; MARGARET HALL

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds, undertaking and contracts of suretyship or other written obligations in the nature thereof; for all obligees including any and all consents required by the Department of Transportation, State of Florida, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 16th day of July, 2024.

[Handwritten signature of Laura B. Guy]

Assistant Secretary



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED GPS Civil Construction, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

STORAGE TANK POLLUTION
 INSURER E
 POLICY NUMBER: IRONTX30007301
 POLICY TERM: 05/19/2024-05/19/2025
 PER EACH POLLUTION INCIDENT: \$1,000,000
 AGGREGATE LIMIT: \$1,000,000
 RETROACTIVE DATE: 10-01-2021

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY

- 1) CNA75079XX 03/22 - BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE ENDORSEMENT (ONGOING & COMPLETED OPERATIONS)
- 2) CNA74705XX 01/15 - CONTRACTORS' GENERAL LIABILITY EXTENSION ENDORSEMENT (ADDITIONAL INSURED-LESSOR OF EQUIPMENT, ADDITIONAL INSURED-MGR OR LESSOR OF PREMISES, ADDITIONAL INSURED-STATE OR POLITICAL, WAIVER OF SUBROGATION, PRIMARY & NON-CONTRIBUTORY)

AUTO LIABILITY

- 1) CNA63359XX 04/12 CONTRACTORS' EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS (ADDITIONAL INSURED, WAIVER OF SUBROGATION)

WORKERS COMPENSATION

- 1) WC000313 04/84 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

UMBRELLA LIABILITY

THE UMBRELLA LIABILITY FOLLOWS FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 11/18/2025

SUBJECT: (B8) Acceptance of the 2025 Annual Concurrency Management Report

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to accept the 2025 Concurrency Management Report.

SUMMARY: Each year, the City is required to prepare a concurrency report. Concurrency is the finding that public facilities and services necessary to support a proposed development are available or will be made available concurrently with the development. All Florida municipalities are required to adopt and implement concurrency management systems in accordance with State law. As indicated in the report, the public facilities and services subject to concurrency review are at sufficient levels for FY2025/2026.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	2025 CMR	2025 CMR.pdf
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Penelope Cruz	Created/Initiated - 10/24/2025
Tim Burman	Approved - 10/27/2025
Shannon Balmer	Approved - 10/28/2025
Wayne Clark	Final Approval - 11/03/2025



2025

CONCURRENCY

MANAGEMENT

REPORT

Prepared by the
Community Development Department
October 2025

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This 2025 Concurrency Management Report was prepared by the Community Development Department, with assistance from the Finance, Parks & Recreation, Engineering, Public Utilities, and Public Works Departments and Volusia County Schools.

I. EXECUTIVE SUMMARY

Concurrency is the finding that public facilities and services necessary to support new development are available, or will be made available, by the time development impacts are expected to occur. As mandated by State law, all municipalities must conduct concurrency reviews on development proposals and make a finding of concurrency before any development orders or permits can be issued. Concurrency reviews evaluate a project's impact on the following seven public facilities and services:

Transportation
Sanitary Sewer
Potable Water
Stormwater Drainage
Solid Waste
Recreation
Public Schools

The concurrency management system for the City of Port Orange is established by policy in the City's Comprehensive Plan and administered through regulations within the City's Land Development Code. The Community Development Department is responsible for regularly monitoring the cumulative effect of all approved Development Orders and Development Permits on the capacity of public facilities. In addition to the individual concurrency reviews for current development proposals, this report, prepared annually, is intended to meet this obligation.

From October 1, 2024, through September 30, 2025, the Community Development Department issued Development Orders that secured capacity reservations for 20,571 square feet of new non-residential space and no new residential units.

In reviewing the City's position regarding concurrency, the public facilities and services subject to concurrency review are at sufficient levels for FY 25/26.

- **Traffic:** Traffic volumes within the city have slightly increased in some segments and decreased in other segments over the past year. As the city continues to develop, roads on the west side of I-95 will likely experience the most traffic growth in the future. The capacity on Williamson Boulevard (north of Town West Boulevard) will continue to be monitored as segments of this road are near or slightly above the LOS standard. Staff will continue to monitor roadways such as Dunlawton Avenue, Nova Road, Clyde Morris Boulevard, Taylor Road, and Madeline Avenue to maintain or improve roadway traffic. Roadway improvements are planned for the next several years to keep pace with anticipated development specifically along Dunlawton Avenue, Clyde Morris Boulevard, and Williamson Boulevard.
- **Sanitary Sewer and Potable Water:** The adopted Level of Service standards for Sanitary Sewer and Potable Water are currently being met. These services continue to have the capacity to support current development along with additional growth within the city.

- Stormwater Drainage: The stormwater LOS requirement is being met for all drainage facilities constructed **after** 1990 (when the city's stormwater regulations were adopted) with respect to being able to treat the runoff from the 25-year, 24-hour storm without causing flooding or polluting the receiving water bodies. The city continues to identify long-term solutions and implement drainage improvement and maintenance programs to maintain and enhance the function of the full stormwater system, including those areas developed prior to the adoption of the stormwater regulations.
- Solid Waste: The adopted LOS for solid waste generation rates are being met. As long as the City has sufficient financial resources to pay for private waste collection and space is available at the landfill, the City will have fulfilled its obligation to ensure that its waste is collected and disposed, regardless of the LOS standard. The amount of solid waste generated by individuals is not something that the city can directly control; however, the city can promote recycling programs to inform residents and businesses about the benefits of reducing the amount of waste generated.
- Recreation and Open Space: The adopted LOS standard for parkland is being met. The city currently exceeds the acreage required, with 69.6 acres of parkland above the minimum 471 acres needed to maintain the adopted LOS.
- Public Schools: The adopted LOS is being met for all Port Orange area schools for the 25/26 school year except for Silver Sands Middle School, which is slightly above the LOS standard. In the 26/27 school year, the Volusia County School Board anticipates that all elementary and middle schools in Port Orange will be under the LOS standards, except Silver Sands Middle School when accounting for reserved capacity for planned not yet constructed developments.

II. OVERVIEW OF CONCURRENCY MANAGEMENT

Concurrency is the finding that public facilities and services necessary to support a proposed development are available or will be made available concurrently with the impacts of a development. All Florida municipalities are required to adopt and implement concurrency management systems in accordance with State law.

The concurrency management system for the City of Port Orange is established by policy in the city's Comprehensive Plan and administered through regulations contained within the city's Land Development Code (LDC). Local level-of-service standards (LOS) for seven types of public facilities and services have been adopted as part of the Comprehensive Plan. During the subdivision or site plan review process, the city evaluates each proposed development for its anticipated impact on these facilities and services and makes a finding of whether approval of the project would cause these facilities or services to drop below their adopted LOS.

In general, no final Development Orders or permits may be issued for development until it is found that all public facilities and services included in the city's Concurrency Management System have sufficient capacity to accommodate the development's impacts or that improvements necessary to bring facilities up to their adopted LOS will be in place at the same time the impacts occur. Development Orders and permits include subdivision approval, site development plan approval, and the issuance of building permits.

Public Facilities and Services Subject to Concurrency Review

Concurrency review evaluates impacts on seven types of public facilities and services:

**Transportation
Sanitary Sewer
Potable Water
Stormwater Drainage
Solid Waste
Recreation
Public Schools**

If the city's concurrency review reveals a proposed development will generate impacts that exceed available capacity, the city must secure a financial or other legally binding commitment to ensure that improvements necessary to correct the anticipated deficiency will be in place concurrent with the impacts of the proposed development. Should the city and/or the developer be unable to provide such assurances, the project must be denied. Projects denied due to a failure to meet concurrency requirements but for which all other LDC requirements have been met can be placed on a prioritized list for approval of Development Orders once facility improvements have been made.

Concurrency Administration

The Community Development (CD) Department is responsible for coordinating all concurrency reviews by City departments. Concurrency reviews are conducted as part of the development review process for site plans and residential subdivisions. The CD Department may also conduct non-binding concurrency reviews for developments in the pre-application or conceptual plan stage.

The CD Department is also responsible for monitoring the cumulative effect of all approved Development Orders and development permits on the capacity of public facilities. The annual Concurrency Management Report is intended to meet this obligation.

From October 1, 2024, through September 30, 2025, Development Orders were issued (or extended), and capacity reservations were secured for a total of 20,571 square feet of new non-residential space and 0 new residential units. As of September 30, 2025, there is 824,012 square feet of non-residential space and 571 residential units that remain vested but un-built from previous years (see Exhibit 1).

Exemptions from Concurrency

Three types of development are exempt from concurrency review.

1. Vested projects with valid development orders or permits issued prior to November 1, 1990;
2. Public facilities; and
3. De minimus projects.

Development Orders for projects meeting these criteria may be issued without a concurrency finding. However, if the proposed development will impact a public facility for which a deferral or moratorium on development has been placed, then no Development Orders may be issued until the deficiency is corrected.

Public facilities necessary to protect the health, safety, and general welfare of Port Orange citizens are exempt from concurrency review. This includes all public facility construction projects in the city's Capital Improvements Program required to maintain adopted LOS standards. This means that new public facilities, such as fire stations, are not reviewed to determine whether they will generate impacts that may negatively affect the City's level of service standards.

A de minimus development has very minimal impact, if any, on the city's adopted level of service standards outlined in the Comprehensive Plan. The following criteria are used to determine if a development is de minimus:

- Development of a single-family or two-family (duplexes) dwellings on a lot of record or un-platted parcels created before April 10, 1990.
- Development with a daily trip generation rate of less than one percent of the maximum trip volume at the adopted level-of-service on an adjacent roadway and on non-hurricane evacuation routes would not cause the maximum volume to be exceeded by 110 percent is deemed de minimus for purposes of assessing transportation LOS.
- Development that does not increase the number of school-age residents beyond the

district-wide LOS standards established by the Volusia County School Board is deemed de minimus for purposes of assessing school levels of service.

In addition, developments in the Port Orange Town Center Transportation Concurrency Exception Area (TCEA) are exempt from the standard vehicular transportation concurrency review requirements of the LDC. The TCEA is intended to support the redevelopment objectives of the city by providing a multi-faceted strategy for maintaining acceptable overall mobility while minimizing the need for major road improvements that would potentially alter the desired character of the Town Center. Development within the TCEA is required to comply with the mobility strategies identified by the city to ensure the continued safety and efficiency of the transportation system and to mitigate the impacts of the proposed development. While there has been an increase in development within the Port Orange Town Center CRA over the past 5 years, there are no transportation concurrency issues in the area.

Vested Development

Development projects that had valid Development Orders or permits before the commencement of the City's concurrency regulations on November 1, 1990, are considered vested. This also includes all vacant single-family and two-family residential lots in subdivisions platted before that time. Lots and parcels that are vested for concurrency but have not yet been constructed or built out are considered reserved, meaning that the capacity has been reserved in the concurrency system to support their eventual construction.

When completed and occupied, the vested and reserved residential development will add approximately 1,365 new citizens to Port Orange.¹ The current list of remaining vested developments, as of September 30, 2025, is listed in Exhibit 1, along with the developments that have current Development Orders and capacity reservations.

¹ Average household size is 2.39, per the 2020 Census.

EXHIBIT 1: VESTED & RESERVED DEVELOPMENT (September 30, 2025)

RESIDENTIAL DEVELOPMENT

<u>SINGLE-FAMILY SUBDIVISIONS</u>	<u>NUMBER LOTS</u>
Angler's Cove	3
Cambridge Acres	2
Carter Woods	1
Countryside II	1
Golden Pond Estates	1
Hidden Oaks at Spruce Creek	2
Kings Landing	15
Kings Landing II	45
Leila's Hammock	6
Madeline Commons	136
Northern Lites	3
Oakland Park I-III	1
Palms Del Mar	1
Pheasant Run West	1
Reedy Creek Acres	1
Sawgrass Point I	1
Sleepy Hollow II	1
Spruce Creek Woods	1
Sugar Forest III	1
Summertrees South II	1
Sweetwater Estates	3
Syford Acres	1
Woodhaven I	1
Woodhaven II	131
<u>TOTAL</u>	<u>360</u>
<u>MOBILE HOME LOTS / SPACES</u>	
Halifax Estates	4
Spruce Creek Village	4
Twin Gates	2
<u>TOTAL</u>	<u>10</u>
<u>MULTI-FAMILY/ TOWNHOUSE/ DUPLEX UNITS</u>	
Canalview Place	20
Coastal Oaks	4
Hidden Village (duplex)	1
Oak Cove Villas	12
Trailwood (townhomes)	8
Villa Nova Townhomes	77
Woodhaven II	79
<u>TOTAL</u>	<u>201</u>
<u>GRAND TOTAL</u>	<u>571</u>

NON-RESIDENTIAL DEVELOPMENT

<u>DEVELOPMENT</u>	<u>SQUARE FEET</u>
5120 Riverside Bed & Breakfast	7,655
APEC Virginia Heights Marathon Gas	4,712
Christ The King Community Church	29,035
Crane Lakes Depot Ph 2	6,082
Crystal Lake Business Park	77,677
Dr. Obeng Building Addition	1,230
Eastport, Lot 4 (BeStrong USA)	13,500
Eastport, Lot 5 (BIK Hydraulics)	15,620
Eastport, Lot 9A (Creekside Office Suites)	22,983
Eddin Retail	2,880
Halifax Health at Oakwater	15,961
Halifax Health Port Orange Ph 2 (Springs at Port Orange Lot 3)	6,979
Hampton Manor	83,374
Holiday Inn Express	51,504
Home Depot TRC	3,860
Madeline Williamson Property	29,600
New Port, Lot 3 (phase 2)	3,991
New Port, Lot 5 (O2B Kids)	10,602
Oakbreeze Plaza	15,833
Pavilion at Port Orange (Lot 5)	124,903
Port Orange Field Ops Facility	28,072
Raydon, Phase II	66,557
Shoppes at Summer Trees (multi-tenant)	14,885
Splash Express Car Wash	4,344
Thompson Pump	162,141
Thrive Church, Phase 2	11,732
Unatin Office Bldg.	8,300
<u>GRAND TOTAL</u>	<u>824,012</u>

Adopted Level-of-Service Standards (LOS)

The adopted level-of-service standards (LOS) for public facilities subject to concurrency are established in the City of Port Orange's Comprehensive Plan and the Land Development Code. The standards for each facility and service are indicated in Part II of this report.

Capacity Reservations

If a concurrency review for a proposed development reveals sufficient capacity to support it, a Development Order will be issued, and capacity will be reserved. Capacity reservations are made based on the date of project approval by the Community Development Department or the City Council. Capacity reservations are made in conjunction with issuing a final Development Order. They are valid only for the specific land use(s), densities, intensities, and construction and improvement schedules contained in the Development Order and any applicable development agreements for the property. The issuance of a Development Order generally reserves public facility capacity for the project for one year.

The City Council may also reserve public facility capacity for a particular land area or specific land use, provided it does so in accordance with a specific development or redevelopment strategy identified in the Comprehensive Plan. This would include community development objectives such as providing affordable housing or diversifying the tax base.

Development Deferrals/Moratoria

If, at any time, the city's inventory of public facilities capacities indicates that a facility has dropped below its adopted LOS, then the City will cease to issue any Development Orders that would impact that facility. Such a deferral will continue until the adopted LOS is reestablished through facility improvements or other methods or the adopted LOS established in the Port Orange Comprehensive Plan is amended to reflect a lower, acceptable community standard. If improvements to a facility are not anticipated to keep pace with the demand brought about by new development, then the city may declare a development deferral or moratorium of specified duration and/or location.

III. CURRENT CAPACITIES AND LEVEL-OF-SERVICE

This section of the report will look at each facility subject to concurrency. First, the facility’s adopted level-of-service (LOS) will be identified. Next, the current status of the facility relative to its adopted LOS will be evaluated. Lastly, the City’s ability to meet the demands of new development at adopted levels-of-service during the upcoming year will be considered and a description of projected long-term improvements is provided.

TRANSPORTATION FACILITIES

Level of Service Measures

The city evaluates LOS for concurrency review purposes based on peak-hour trips for city roads and on peak-hour and daily trips for County and State roads. This allows the city to evaluate the existing and projected LOS on roadway segments so the city can target specific improvements to maintain the adopted LOS or to make improvements for specific movements, if necessary.

Adopted Level-of-Service Standards

Exhibit 2 lists the currently adopted level-of-service standards for roads in the city. The adopted LOS Standard is set by the maintaining agency for the roadway.

Exhibit 2: Adopted Roadway Level-of-Service Standards

Administrative Facility Type	Adopted LOS Standard
Florida Strategic Intermodal System (SIS)	C
State Arterials (FDOT) and non-SIS roads	D
County (Volusia County)	E
City (Port Orange)	E

Florida Strategic Intermodal System (SIS) Roadways – LOS “C”

In Port Orange, the sole Florida Strategic Intermodal System (SIS) roadway facility is I-95. The state mandates these roads be maintained at LOS “C” or better. According to the Highway Capacity Manual, LOS “C” is defined as stable flow, but the operation of individual users is significantly affected by interactions with other vehicles in the traffic stream. The ability to select and maintain a desired speed is affected by the presence of other vehicles, and changing lanes becomes more difficult.

State Arterials (Non-SIS Facility) & Designated Hurricane Evacuation Routes – LOS “D”

State-maintained principal arterials and hurricane evacuation routes are designated at LOS “D”. US 1 (Ridgewood Avenue), SR 421 (Dunlawton Avenue), SR A1A (Dunlawton Bridge) and SR 5A (Nova Road) are designated with LOS “D”. According to the Highway Capacity Manual, LOS “D” is defined as high-density yet stable flow. The ability to select a desired speed and to change lanes is severely restricted, although the driver or passenger still experiences a fair level of comfort and convenience. Small increases in traffic flow can cause operational delays at this LOS.

All City Roads and County Arterial and Collector Facilities – LOS “E”

The city’s LOS standard for city roads and the Volusia County LOS standard for county roads is LOS “E”. According to the Highway Capacity Manual, LOS “E” is defined as high-density and often unstable traffic flow. Speeds are generally reduced to a low but relatively uniform value during peak periods. The ability to change lanes is extremely difficult and is generally accomplished by forcing another vehicle to slow down to accommodate such maneuvers. Comfort and convenience are poor, and driver frustration is high. Small increases in traffic volume or other minor problems, such as a stalled vehicle, can cause traffic delays.

Design Capacity LOS and Existing Level-of-Service

The capacity of a roadway is based on roadway characteristics for urbanized areas described in Table 1 of the latest edition of the Quality Level of Service Handbook (2023) published by FDOT. The volume-to-capacity ratio or VC ratio measures the amount of traffic on a given roadway relative to the amount of traffic the roadway was designed to accommodate. The volume to Capacity Ratio compares roadway demand (vehicular volume) with roadway supply (carrying capacity). The Volume to Capacity Ratio varies from a low of 0 (free flow) to values sometimes greater than 1.0 (severely/heavily congested). Exhibit 3, “Roadway Counts, Functional Classification and LOS indicates the design capacity and adopted levels of service of various arterial and collector roadways in the City of Port Orange, prior and current traffic volumes, level-of-service, and the percentage change in traffic volumes between 2021 and 2022 for state and county roadways and between 2024 and 2025 for city roadways.

Traffic Counts and Trends

The latest traffic count volumes indicated in Exhibit 3 are presented as average daily trips. The most recent daily traffic counts available for city-maintained roads were taken in April 2025 and 2022 for county and state-maintained roads. Three county roadway segments were operating slightly above the adopted Volusia County LOS standard. All other city, county, and state roads within the city are operating below their adopted LOS standard.

State Roads (2022 Data)

There were no state-maintained roadway segments that exceeded the adopted LOS standard and capacity remains on these roadways.

County Roads (2022 Data)

There are three county-maintained roadway segments that are at or slightly above the adopted LOS standard:

- 1) Taylor Road between Dunlawton Avenue and Clyde Morris Boulevard
- 2) Taylor Road between Crane Lakes Boulevard and Summer Trees Road; and
- 3) Williamson Boulevard between the north City limits and Madeline Avenue.

City Roads (2025 Data)

There were no local maintained roadway segments that exceeded the adopted LOS standard.

Exhibit 3: Roadway Counts, Functional Classification, and LOS (Blue = State Road/count; Yellow = County Road/count; White = City Road/count)

ROAD	LOCATION	COUNT STATION	NO. OF LANES	FUNCT. CLASS ^A	ADOPTED LOS STANDARD	ADOPTED LOS CAPACITY	2021 VOLUME	2022 VOLUME	2023 VOLUME	2024 VOLUME	2025 VOLUME	EXISTING LOS	% Change ^B	VC Ratio ^C
Airport Road	Pioneer Trail to Williamson Blvd.	63	2	CO	E	32,600	7,310	6,950	N/A	N/A	N/A	B	-4.92%	0.21
Canal View Blvd.*	Nova Rd. to Spruce Creek Rd.	201	2	CO	E	17,920	2,050	1,229	1,969	1,986	1,996	C	0.50%	0.11
Central Park Blvd.	Hensel Rd. to Spruce Creek Rd.	2201	2	local	E	17,920	2,449	2,822	2,548	2,489	2,679	C	7.63%	0.15
Charles St.	Ridgewood Ave. to FEC Railroad	301	2	local	E	17,920	1,408	1,615	1,670	1,800	1,692	C	-6.00%	0.09
Charles St.	FEC Railroad to McDonald Rd.	302	2	local	E	17,920	2,158	2,239	2,246	2,496	2,156	C	-13.62%	0.12
City Center Pkwy.	Dunlawton Ave. to City Center Cir.	2401	2	local	E	17,360	4,341	5,157	4,816	4,472	4,775	C	6.78%	0.28
City Center Blvd.	Clyde Morris to City Center Cir.	2402	2	local	E	17,360	3,875	4,534	4,639	4,272	4,794	C	12.22%	0.28
City Center Dr.	Herbert St. to City Center Cir.	2403	2	local	E	17,360	2,210	2,335	2,405	2,044	2,355	C	15.22%	0.14
Clyde Morris Blvd.	N. City Limits to Madeline Ave.	335	4	UPA	E	37,970	21,520	22,800	N/A	N/A	N/A	C	5.95%	0.60
Clyde Morris Blvd.	Madeline Ave. to Willow Run Blvd	333	4	UPA	E	37,970	23,390	22,900	N/A	N/A	N/A	C	-2.09%	0.60
Clyde Morris Blvd.	Willow Run Blvd. to Dunlawton Ave.	332	4	UPA	E	37,970	19,360	20,000	N/A	N/A	N/A	C	3.31%	0.53
Clyde Morris Blvd.	Dunlawton Ave. to Taylor Rd.	330	2	UMA	E	17,050	9,150	10,600	N/A	N/A	N/A	C	15.85%	0.62
Commonwealth Blvd.	Spruce Creek Rd. to FEC Railroad	360	2	MA	E	13,640	5,510	5,350	N/A	N/A	N/A	C	-2.90%	0.39
Commonwealth Blvd.	FEC Railroad to Ridgewood Ave.	361	2	MA	E	13,640	3,830	3,750	N/A	N/A	N/A	C	-2.09%	0.27
Coraci Blvd.	N. of Town West Blvd.	130	2	local	E	17,920	2,041	1,912	1,897	2,000	2,049	C	2.45%	0.11
Country Ln.	Village Trail to Smokerise Blvd.	601	2	local	E	17,920	5,394	5,535	5,577	5,459	6,026	C	10.39%	0.34

ROAD	LOCATION	COUNT STATION	NO. OF LANES	FUNCT. CLASS ^A	ADOPTED LOS STANDARD	ADOPTED LOS CAPACITY	2021 VOLUME	2022 VOLUME	2023 VOLUME	2024 VOLUME	2025 VOLUME	EXISTING LOS	% Change ^B	VC Ratio ^C
Country Ln.	Smokerise Blvd. to Taylor Rd.	602	2	local	E	17,920	4,212	4,357	4,545	4,146	4,442	C	7.14%	0.25
Down Under	W. of Peninsula Dr.	82	2	local	E	17,360	N/A	N/A	1,437	1,489	1,674	B	12.42%	0.10
Dunlawton Ave.	Peninsula Dr. to Ridgewood Ave.	427	4	PA	D	32,400	24,500	26,500	N/A	N/A	N/A	D	8.16%	0.82
Dunlawton Ave.	Ridgewood to Spruce Creek Rd.	5181	4	PA	D	39,800	25,500	26,500	N/A	N/A	N/A	C	3.92%	0.67
Dunlawton Ave.	Spruce Creek Rd. to Nova Rd.	1015	4	PA	D	39,800	32,000	30,500	N/A	N/A	N/A	C	-4.69%	0.77
Dunlawton Ave.	Nova Rd. to Clyde Morris Blvd.	1014	6	PA	D	59,900	39,000	44,000	N/A	N/A	N/A	C	12.82%	0.73
Dunlawton Ave.	Clyde Morris Blvd. to I-95	517	6	PA	D	59,900	52,000	54,500	N/A	N/A	N/A	C	4.81%	0.91
Halifax Dr.	S. of Dunlawton Ave.	83	2	CO	E	17,920	N/A	N/A	1,331	1,216	1,544	C	26.97%	0.09
Hensel Rd.	Taylor Rd. to Central Park Blvd.	1001	2	local	E	17,920	6,268	6,757	7,006	7,818	7,113	C	-9.02%	0.40
Herbert St.	E. of Ridgewood Ave.	901	2	CO	E	17,920	576	634	634	619	731	B	18.09%	0.04
Herbert St.	Ridgewood Ave. to Lafayette St.	85	2	CO	E	17,920	N/A	N/A	4,935	4,970	4,814	C	-3.14%	0.27
Herbert St.	Lafayette St. to FEC Railroad	84	2	CO	E	17,920	N/A	N/A	4,719	4,755	4,880	C	2.63%	0.27
Herbert St.	FEC Railroad to Nova Rd.	903	2	CO	E	17,920	6,403	7,050	7,467	7,544	7,631	C	1.15%	0.43
Herbert St.	Nova Rd. to City Center Dr.	904	2	CO	E	17,920	8,159	8,385	8,694	8,397	8,543	C	1.74%	0.48
Herbert St.	City Center Dr. to Clyde Morris Blvd.	905	2	CO	E	17,360	7,129	8,183	7,919	7,661	8,043	C	4.99%	0.46
Hidden Lakes Dr.	S. of Willow Run Blvd.	86	2	local	E	17,920	N/A	N/A	3,488	3,391	3,507	C	3.42%	0.20
Jackson St.	S. of Madeline Ave.	1101	2	local	E	17,920	N/A	N/A	1,913	1,844	1,883	C	2.11%	0.11
McDonald Rd.	Charles St. to Madeline Ave.	1201	2	local	E	17,360	2,924	2,979	2,942	3,165	2,680	C	-15.32%	0.15
McGinnis Ave.	W. of Williamson Blvd.	120	2	local	E	23,520	1,821	1,939	1,981	2,023	2,016	C	-0.35%	0.09

ROAD	LOCATION	COUNT STATION	NO. OF LANES	FUNCT. CLASS ^A	ADOPTED LOS STANDARD	ADOPTED LOS CAPACITY	2021 VOLUME	2022 VOLUME	2023 VOLUME	2024 VOLUME	2025 VOLUME	EXISTING LOS	% Change ^B	VC Ratio ^C
Madeline Ave.	Sauls Rd. to Nova Rd.	1164/1301	2	MA	E	17,920	4,414	5,059	4,562	5,329	5,160	B	-3.17%	0.29
Madeline Ave.	Nova Rd. to Clyde Morris Blvd.	1163/1303	2	MA	E	17,360	9,033	9,319	9,883	9,489	10,213	C	7.63%	0.59
Madeline Ave.	Clyde Morris Blvd. to Town Park Dr.	1161/1304	2	MA	E	27,980	12,233	13,943	13,081	14,029	15,260	D	8.77%	0.55
Madeline Ave.	Town Park Dr. to Williamson Blvd.	88	4	MA	E	27,980	N/A	N/A	11,425	11,430	12,506	C	9.41%	0.45
Main Street	E of Bayshore Dr.	81	2	local	E	17,920	N/A	N/A	776	791	835	B	5.56%	0.05
Nova Rd.	Madeline Ave. to Dunlawton Ave.	1017	4	UPA	D	39,800	18,000	18,000	N/A	N/A	N/A	C	0.00%	0.45
Nova Rd.	Dunlawton to Spruce Creek Rd.	1016	4	UPA	D	39,800	27,000	29,000	N/A	N/A	N/A	C	7.41%	0.73
Nova Rd.	Spruce Creek Rd. to Ridgewood Av.	458	4	UPA	D	39,800	18,200	18,200	N/A	N/A	N/A	C	0.00%	0.46
Oak St.	E. of Railroad Tracks to Ridgewood Ave.	89	2	local	E	17,920	N/A	N/A	3,255	3,310	3,680	B	11.18%	0.21
Pioneer Trail	Airport-Turnbull Bay Rd.	1465	2	UC	E	13,640	7,380	7,200	N/A	N/A	N/A	C	-2.44%	0.53
Reed Canal Rd.	Nova Rd-Clyde Morris Rd.	1561	2	UC	E	13,640	6,460	7,600	N/A	N/A	N/A	D	17.65%	0.56
Ridgewood Ave.	N. City Limits to Dunlawton Ave.	213	4	UPA	D	39,800	24,000	25,000	N/A	N/A	N/A	C	4.17%	0.63
Ridgewood Ave.	Dunlawton Ave. to Oak St.	5057	4	UPA	D	39,800	17,600	17,600	N/A	N/A	N/A	C	0.00%	0.44
Ridgewood Ave.	Oak St. to Nova Rd.	152	4	UPA	D	39,800	15,700	15,700	N/A	N/A	N/A	C	0.00%	0.39
Ridgewood Ave.	Nova Rd. to S. City Limits	13	4	UPA	D	65,600	23,500	25,500	N/A	N/A	N/A	B	8.51%	0.39
Riverside Dr.	N. of Niver St.	90	2	local	E	17,920	N/A	N/A	725	656	762	C	16.16%	0.04
Sauls St.	N. of Madeline Ave.	91	2	local	E	17,920	N/A	N/A	2,420	2,386	2,404	C	0.75%	0.13
Spruce Creek Rd.	Central Park Blvd. to Merrimac Dr.	1701	2	CO	E	17,920	5,839	6,384	6,110	6,097	6,190	B	1.53%	0.35
Spruce Creek Rd.	Merrimac Dr. to Taylor Rd.	1702	2	CO	E	17,920	9,773	10,938	10,739	11,278	10,690	C	-5.21%	0.60
Spruce Creek Rd.	Taylor Rd. to Nova Rd.	1751	4	UMA	E	37,970	14,740	12,450	N/A	N/A	N/A	C	-15.54%	0.33

ROAD	LOCATION	COUNT STATION	NO. OF LANES	FUNCT. CLASS ^A	ADOPTED LOS STANDARD	ADOPTED LOS CAPACITY	2021 VOLUME	2022 VOLUME	2023 VOLUME	2024 VOLUME	2025 VOLUME	EXISTING LOS	% Change ^B	VC Ratio ^C
Spruce Creek Rd.	Nova Rd. to Commonwealth	1752	2	MA	E	13,640	8,500	8,450	N/A	N/A	N/A	D	-0.59%	0.62
Spruce Creek Rd.	Commonwealth to Dunlawton Ave.	92	2	MA	E	17,360	N/A	N/A	7,025	6,573	6,735	C	2.46%	0.39
Spruce Creek Rd.*	Dunlawton Ave. to Canal View Blvd.	1708	2	CO	E	17,360	2,535	1,519	2,493	2,447	2,607	C	6.54%	0.15
Taylor Rd.	Hensel Rd. to Spruce Creek Road	1826	4	MA	E	37,970	14,800	17,600	N/A	N/A	N/A	C	18.92%	0.46
Taylor Rd.	Clyde Morris Blvd. to Hensel Rd.	1824	4	MA	E	37,970	16,970	19,700	N/A	N/A	N/A	C	16.09%	0.52
Taylor Rd.	Dunlawton Av. to Clyde Morris Blvd.	1823	2	MA	E	14,040	12,780	15,100	N/A	N/A	N/A	D	18.15%	1.08
Taylor Rd.	Williamson Blvd. to I-95	1814	5	UPA	E	47,560	44,340	47,500	N/A	N/A	N/A	D	7.13%	1.00
Taylor Rd.	Summer Trees Rd. to Williamson Blvd.	1813	4	UPA	E	37,970	18,120	20,600	N/A	N/A	N/A	C	13.69%	0.54
Taylor Rd.	Crane Lakes Blvd. to Summer Trees Rd.	1812	2	UPA	E	17,050	14,840	20,600	N/A	N/A	N/A	C	38.81%	1.21
Town West Blvd.	Williamson Blvd. to Coraci Blvd.	100	2	CO	E	17,920	7,909	8,022	8,140	8,474	8,941	B	5.51%	0.50
Town West Blvd.	Coraci Blvd. to Tomoka Farms Rd.	110	2	CO	E	17,920	3,973	4,298	4,278	4,230	4,576	B	8.18%	0.26
Victoria Gardens Blvd.	S. of Dunlawton Ave.	2501	2	local	E	17,360	3,255	3,342	3,327	3,347	3,326	B	-0.63%	0.19
Victoria Gardens Blvd.	E. of Clyde Morris Blvd.	2502	2	local	E	17,360	2,232	2,391	2,324	2,342	2,302	B	-1.71%	0.13
Village Trail	Dunlawton Ave. to Country Ln.	1901	2	local	E	17,920	6,597	7,081	6,577	6,337	5,352	B	-15.54%	0.30
Village Trail	Country Ln. to Nova Rd.	1902	2	local	E	17,920	7,782	7,965	7,739	7,664	7,942	B	3.63%	0.44
Willow Run	Clyde Morris Blvd. to Hidden Lakes	2013	3	CO	E	27,980	10,243	10,480	10,385	10,053	10,372	B	3.17%	0.37
Willow Run	Hidden Lakes Dr. to Williamson Blvd.	2010	2	CO	E	17,920	7,502	7,797	7,778	7,826	8,107	C	3.59%	0.45

ROAD	LOCATION	COUNT STATION	NO. OF LANES	FUNCT. CLASS ^A	ADOPTED LOS STANDARD	ADOPTED LOS CAPACITY	2021 VOLUME	2022 VOLUME	2023 VOLUME	2024 VOLUME	2025 VOLUME	EXISTING LOS	% Change ^B	VC Ratio ^C
Williamson Blvd.	N. City Limits to Madeline Ave.	1993	2	UPA	E	17,050	14,430	18,300	N/A	N/A	N/A	D	26.82%	1.07
Williamson Blvd.	Madeline Ave. to Willow Run Blvd.	1992	2	UPA	E	17,050	14,840	16,200	N/A	N/A	N/A	D	9.16%	0.95
Williamson Blvd.	Willow Run Blvd. to Town West Blvd.	1991	2	UPA	E	17,050	17,140	16,900	N/A	N/A	N/A	F	-1.40%	0.99
Williamson Blvd.	Town West Blvd. to Taylor Rd.	1990	2	UPA	E	37,970	19,440	17,600	N/A	N/A	N/A	C	-9.47%	0.46
Williamson Blvd.	Taylor Rd. to Spruce Creek Bridge	66	4	UPA	E	37,970	25,040	25,000	N/A	N/A	N/A	C	-0.16%	0.66
Williamson Blvd.	Spruce Creek Bridge to Airport Rd.	65	4	UPA	D	37,970	22,550	25,000	N/A	N/A	N/A	C	10.86%	0.66
Williamson Blvd.	Airport Rd. to Pioneer Trail	1989	4	UPA	D	37,970	6,100	6,350	N/A	N/A	N/A	C	4.10%	0.17
Yorktowne Blvd.	North of Dunlawton Ave.	2080	2	CO	E	17,920	3,334	3,921	3,467	3,401	3,438	B	1.09%	0.19
I-95	Beville Rd. to Dunlawton Ave.	492	4	SIS	D	111,800	81,500	78,500	N/A	N/A	N/A	C	-3.68%	0.70
I-95	Dunlawton Ave. to SR 44	133	4	SIS	D	111,800	50,700	52,019	N/A	N/A	N/A	B	2.60%	0.47
Total City Counts							152,290	170,121	202,902	213,545	219,421		2.75%	
Total County Counts*							349,100	394,500	N/A	N/A	N/A		13.00%	
Total State Counts**							449,200	461,519	N/A	N/A	N/A		2.74%	
Total of All Roadways							950,590	1,026,140	N/A	N/A	N/A			

Notes to Exhibit 3:

A UPA = Urban Principal Arterial, MA = Minor Arterial, CO/UCO = Collector/Urban Collector (TPO and City Sources)

B Volume to Capacity Ratio compares roadway demand (vehicular volume) with roadway supply (carrying capacity). The volume-to-capacity ratio varies from a low of 0 (free flow) to values sometimes more significant than 1.0 (severely/heavily congested)

Blue = State Facility or Counts; Data derived from Volusia County Traffic Engineering, 2025, but counts are from 2022; Yellow = County Facility or Counts; Data derived from Volusia County Traffic Engineering, 2025, but counts are from 2022.

White = City Facility or Counts; Data derived from Stanley Consultants, 2025

*Canal View Blvd. was closed during 2022 traffic counts to local traffic only.

Sources: FDOT 2023 Quality/Level of Service Handbook; Stanley Consultants, 2025; and Volusia County Traffic Engineering, 2025

Roadways Currently Not Operating Within Adopted Level-of-Service:

Based on the latest traffic count data, there are only three county-maintained roadway segments that are slightly above the adopted LOS standard:

- 1) the segment of Taylor Road between Dunlawton Avenue and Clyde Morris Boulevard;
- 2) the segment of Taylor Road between Crane Lakes Boulevard and Summer Trees Road; and
- 3) the segment is Williamson Boulevard between the north City limits and Madeline Avenue.

The city and Volusia County will continue to monitor the traffic volume on these roadway segments along with several other key roadways, such as Dunlawton Avenue, Clyde Morris Boulevard, Nova Road, and Madeline Avenue, and will continue to work with FDOT, Volusia County, and the Volusia-Flagler Transportation Planning Organization (formally known as River to Sea Transportation Planning Organization) to identify and construct improvements to improve roadway capacity and LOS.

The design of the future widening of Williamson Boulevard from Beville Road to Madeline Avenue began in FY23/24 by Volusia County. The design work will include widening the section of Williamson Boulevard between Beville Road to Madeline Avenue from 2 undivided lanes to 4 divided lanes, design of future widening through the I-95 crossing south of Willow Run Boulevard, and conceptual design of the stormwater systems for that section of Williamson Boulevard. Volusia County currently does not have a construction schedule at this time.

The future widening of Williamson Boulevard from Town West Boulevard to Beville Road is a long-term improvement that will need to be a roadway project programmed by Volusia County. By widening this segment, the capacity at the adopted Volusia County LOS standard is anticipated to increase from 17,050 daily trips to approximately 37,970 daily trips. The Williamson Boulevard widening project is included in the TPO's 2045 Long Range Transportation Plan but is not currently funded.

As with all new developments within the city, the developers may be required to enter into a Transportation Fair-Share and Concurrency Agreement with both the City of Port Orange and Volusia County to construct or financially contribute toward planned roadway and intersection improvements to mitigate traffic impacts on roadways that are above their adopted LOS standard.

Public or Private Improvements to the System during the Past Fiscal Year (FY 24/25) and Its Impact on Capacity and LOS:

Summer Trees Road and S. Williamson Boulevard Intersection Improvements

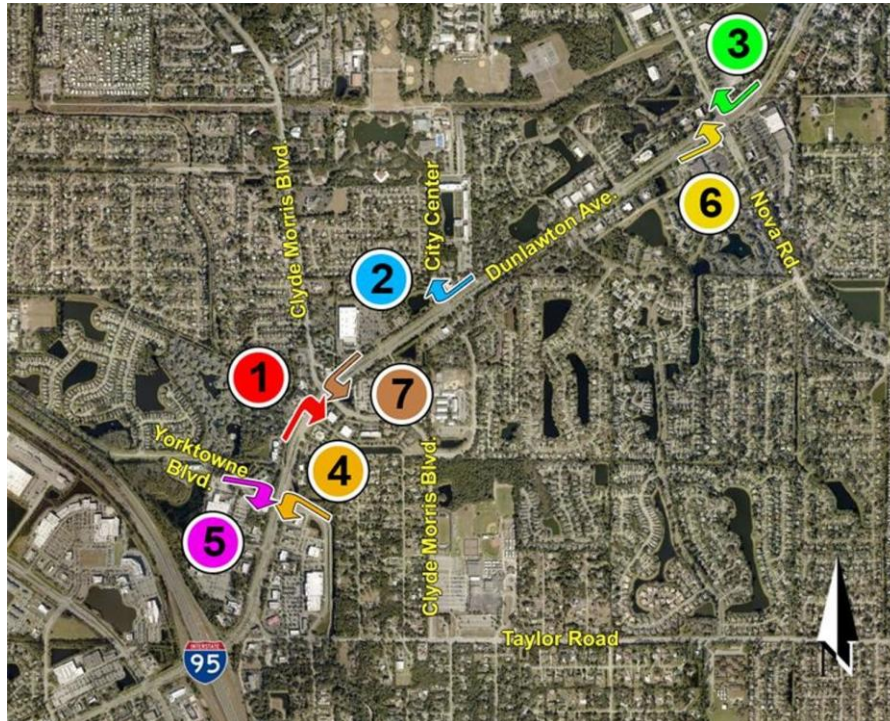
As part of the Shoppes at Summer Trees commercial development project, a second left-turn lane for eastbound Summer Trees Road traffic turning onto northbound S. Williamson Boulevard was built. The additional turn lane added additional storage capacity at the intersection.

Public or Private Improvements to the System during the Current Fiscal Year (FY 25/26) and its Impact on Capacity and LOS:

Dunlawton Avenue Turn Lanes: Design plans for the following turn lanes along Dunlawton Avenue have been completed, and construction is anticipated to begin in 2026. The turn lanes will

improve traffic flow and roadway capacity, reduce delays for turning and through vehicles, and improve intersection safety.

1. Eastbound right-turn lane at Clyde Morris Boulevard.
2. Westbound right-turn lane at City Center Parkway.
3. Westbound right-turn lane at Nova Road.
4. Southbound right-turn lane on Yorktowne Boulevard at Dunlawton Avenue.
5. Northbound left-turn lane on Yorktowne Boulevard at Dunlawton Avenue.
6. Northbound left-turn lane extension at Nova Road.
7. Westbound left-turn lane extension at Clyde Morris Boulevard.



Location map of seven turn lane projects along the Dunlawton Avenue (SR421) corridor

Capacities Reserved for Approved but Un-built Development:

According to Exhibit 1, 571 vested un-built residential units and 824,012 square feet of vested un-built non-residential could generate additional daily trips on the city's road network. Trips for these projects are reserved on the city's roadway system upon approval or vesting.

The city will continue to monitor the traffic volume on Williamson Boulevard and several other roadways, such as Taylor Road, Dunlawton Avenue, Clyde Morris Boulevard, Nova Road, and Madeline Avenue, and will continue to work with FDOT, Volusia County, and the Volusia-Flagler Transportation Planning Organization (VFTPO) to identify and construct improvements to improve roadway capacity and LOS.

Bikeway/Pedestrian Improvements during the Past Fiscal Year:

There were no bikeway or pedestrian improvement projects completed in FY24/25.

SANITARY SEWER

The Port Orange Sanitary Sewer System serves the City of Port Orange, Daytona Beach Shores, Ponce Inlet (wholesale), and other unincorporated areas of East Volusia County. The Port Orange collection system contains 120 standard public pump stations (lift stations), 24 “grinder” stations, and an estimated 297 miles of gravity sewer pipeline and 75 miles of force mains. The collectors range in size from 8” to 30” and transmit flow back to the city’s treatment plant through a series of force mains and relatively deep interceptors.

Adopted Level-of-Service Standard:

Residential consumption is 160 gallons per day per Equivalent Living Unit (ELU), and Commercial consumption is 1/10 gallon per square foot per day of commercial, industrial, or institutional development.

Design Capacity of the Wastewater Treatment Plant and Existing LOS:

The Florida Department of Environmental Protection (FDEP) has permitted the Wastewater Treatment Plant with a maximum capacity of 12.0 million gallons per day (MGD). According to the Public Utilities Department, the total number of sewer connections is 26,622, and the number of permitted ELU’s connected to the system is 50,191. The Wastewater Treatment Plant currently has a committed capacity of 8.03 MGD, based on FDEP permits for development. Using the City’s LOS figure of 160 gallons per ELU, the Wastewater Treatment Plant can provide service to 75,000 ELU’s. Therefore, the sanitary sewer system capacity is sufficient to serve the current committed ELU’s (see Exhibit 4).

Exhibit 4: Capacity of the Wastewater Treatment Plant

	MGD*	ELU**
Maximum Capacity	12.0	75,000
Committed Capacity	8.03	50,191
Remaining Capacity	+3.97	+24,809

*MGD - Million Gallons per Day

**ELU - The water usage is equivalent to one single-family dwelling.

Source: Port Orange Public Utilities Department, October 2025 and FDEP Waste Treatment Plant Permit Application.

As indicated in Exhibits 5 and 6 (see next page), wastewater generation rates have gone slightly up and down over the years. The increase in FY24/25 may be attributed to increased stormwater entering the wastewater system when sewer cleanout caps were lifted by residents to drain stormwater from residential streets. Exhibit 5 summarizes the actual wastewater generation throughout the entire service area since FY 15/16 and the projection through 2045. The Facility Plan for the Wastewater Treatment Plant includes a flow projection through 2045 at 8.50 MGD. Exhibit 6 compares the average wastewater generation daily flow and the city’s population since 2016.

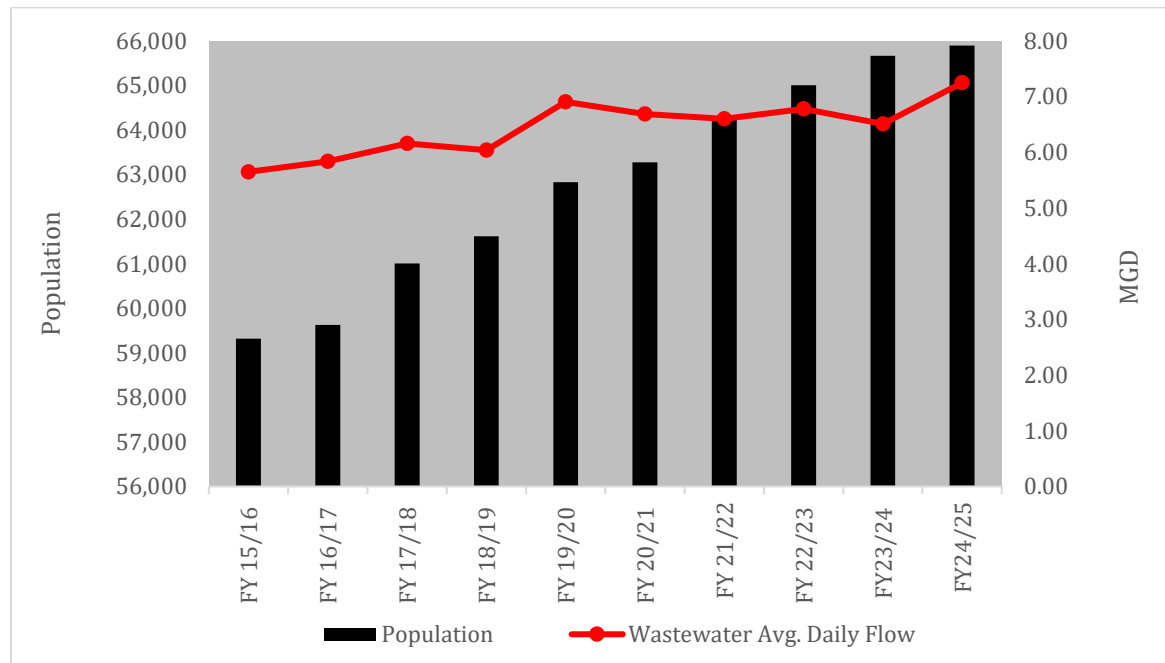
Exhibit 5: Wastewater Generation

YEAR AVERAGE DAILY FLOW

YEAR	AVERAGE DAILY FLOW
FY 15/16 (actual)	5.65 MGD
FY 16/17 (actual)	5.84 MGD
FY 17/18 (actual)	6.16 MGD
FY 18/19 (actual)	6.04 MGD
FY 19/20 (actual)	6.91 MGD
FY 20/21 (actual)	6.69 MGD
FY 21/22 (actual)	6.60 MGD
FY 22/23 (actual)	6.78 MGD
FY23/24 (actual)	6.51 MGD
FY24/25 (actual)	7.25 MGD
2030 (projected)	7.30 MGD
2035 (projected)	7.70 MGD
2040 (projected)	8.10 MGD
2045 (projected)	8.50 MGD

Source: Port Orange Public Utilities Department, October 2025, and DEP Waste Treatment Plant Permit Application.

Exhibit 6: Average Daily Flow Compared to Population Growth



Source: Port Orange Public Utilities Department, October 2025, and DEP Waste Treatment Plant Permit Application.

Capacities Reserved for Approved but Unbuilt Development and its Impact on Capacity and LOS:

Given a consumption rate of 160 gallons per day per ELU and 1/10 gallon per square foot of gross building area for non-residential development, the vested and reserved development as indicated in Exhibit 1 (page 6) could increase the total demand by 173,761 gallons per day (0.17 MGD). Sufficient capacity exists to serve the vested and reserved developments. Further

demand may also be generated by growth within the service area outside of the city limits and will be analyzed with each concurrency review and annually through this report.

Public or Private Improvements to the System during the Past Fiscal Year (FY 24/25) and Impacts on Capacity and LOS:

There were no capacity improvements in the past fiscal year.

Proposed Public or Private Improvements to the System in the Current Fiscal Year (FY 25/26) and its Impact on Capacity and LOS:

No capacity improvements are planned. The city will continue to maintain the reclaimed water system that allows for reduced discharge of treated wastewater into the Halifax River.

Potable Water

The Port Orange water utility currently serves the following areas: the City of Port Orange, the City of Daytona Beach Shores (south of Thames Avenue), the Town of Ponce Inlet, Wilbur-By-The-Sea (unincorporated area), and other non-designated unincorporated areas adjacent to the city.

Adopted Level-of-Service Standard:

Residential consumption is 180 gallons per day per ELU

Commercial, industrial, or institutional development consumption is 1/10 gallon per sq. ft. per day

Design Capacity of Potable Water Treatment Facilities, Consumptive Use Permit, and Existing LOS:

The Garnsey Water Treatment Plant provides the city with a water quality supply that meets all applicable State and Federal standards. The plant was constructed in 1981 and has undergone two upgrades since then. It currently has a capacity of 15.0 MGD and consists of four high-service fixed-speed pumps and two variable-speed pumps that provide adequate water supply to all portions of the service area.

There are two concurrency measures related to potable water: plant capacity and water supply capacity. Regarding plant capacity, there are presently 30,023 potable water connections, equivalent to 43,867 ELUs (Equivalent Living Unit). Based on an LOS standard of 180 gallons per ELU, the capacity currently committed is 7.90 MGD. Therefore, the Water Treatment Plant capacity is sufficient (15.0 MGD) to serve the current number of ELUs at current peak flow rates (see Exhibit 8).

Exhibit 8: Remaining Capacity at the Garnsey Water Treatment Plant

	MGD*	ELU**
Maximum Plant Capacity	15.00	83,333
Committed Capacity	7.90	43,867
Remaining Capacity	7.10	39,466

*MGD- Million Gallons Per Day

**ELU - The water usage is equivalent to one single-family dwelling.

Source: Port Orange Public Utilities Department, October 2025

The second measure is water supply capacity. While the city has the technical capability to pump up to 15 million gallons per day from its wells, the 2023 Consumptive Use Permit (CUP) issued by the St. John's River Water Management District limits how much water the City can actually pump out of the ground. The current CUP is a 20-year permit that was issued in 2023 and will expire in 2043. With the current CUP, there is no longer a maximum permitted peak day withdrawal, only an annual average. The CUP permits an annual average and average daily groundwater withdrawal of 7.33 MGD through 2043.

Exhibit 9 shows the actual average daily flow and permitted average daily flow and the proposed permitted average daily flow allowed by the CUP in 2025. Based on this measure, the city is below the maximum water withdrawal allowed by the CUP.

Exhibit 9: Permitted and Actual Average Daily Flow

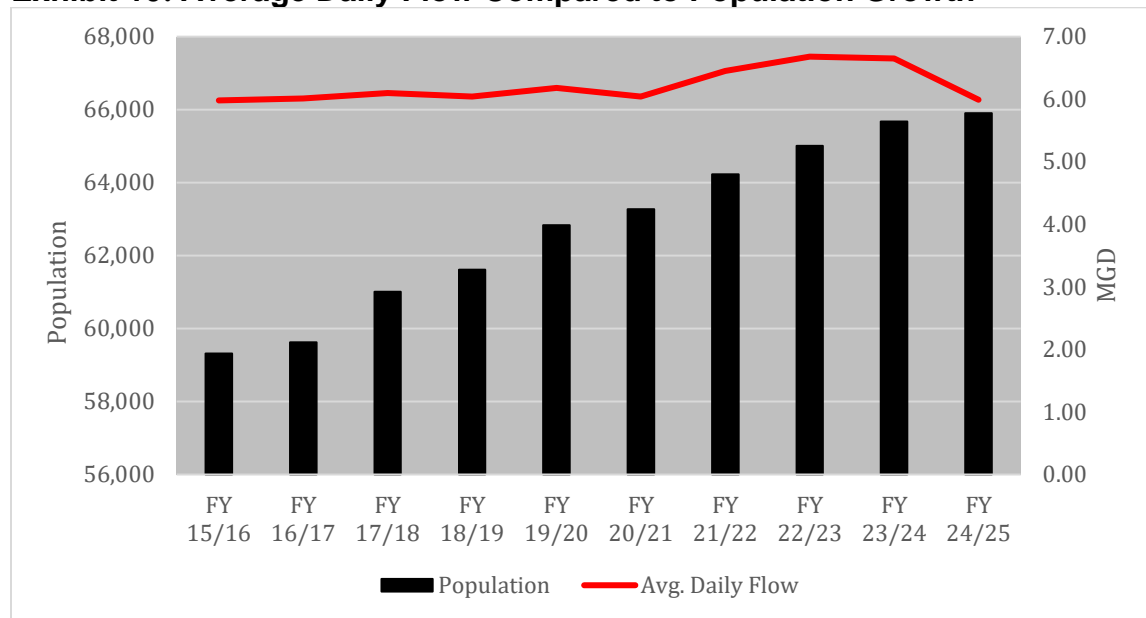
	2025	2026
Permitted Average Daily Flow	7.33 MGD	7.33 MGD
Actual Average Daily Flow	5.99 MGD	N/A

MGD- Million Gallons per Day

Source: Port Orange Public Utilities Department, October 2025

As indicated in the graph in Exhibit 10, the average daily flow has remained generally constant, with a slight decrease this past year, relative to the increase in the city’s population.

Exhibit 10: Average Daily Flow Compared to Population Growth



Source: Port Orange Public Utilities Department, October 2025

Existing Potable Water Storage Capabilities:

During times of peak flow, portions of the service area, primarily on the barrier island, are subject to greatly increased water demands. Demand requirements are met by ground storage tanks located at the north and south ends of Peninsula Avenue. When demand subsides, water is no longer pumped from the storage tanks, and they are refilled to normal operating levels. This allows the peak flow requirements to be met efficiently, so that demand at the treatment plant remains constant. The adopted LOS standard for water storage is 50% of average daily flow. With an average daily flow of 5.99 MGD in 2025, the LOS standard water storage volume would be 3.0 MGD. Present potable water storage facilities for the Port Orange system can accommodate 5.5 million gallons. Therefore, the city has sufficient surplus storage capacity to support new development.

Existing Well Capacities:

The city has two well fields; The Central Recharge Well Field and the Eastern Well Field, with a cumulative water production capacity of approximately 11.5 MGD (see Exhibit 11):

- The Central Recharge Well Field (Western Well Field) is located west of the city, south of I-4 and is the primary source of the city’s potable water supply (approximately 87%). This well field contains 27 wells.
- The Eastern City Well Field is located off Clyde Morris Boulevard and contains 13 fully functioning secondary wells. These wells supply approximately 13% of the total flow.

Exhibit 11: Location Map of the City’s Well Field Sites

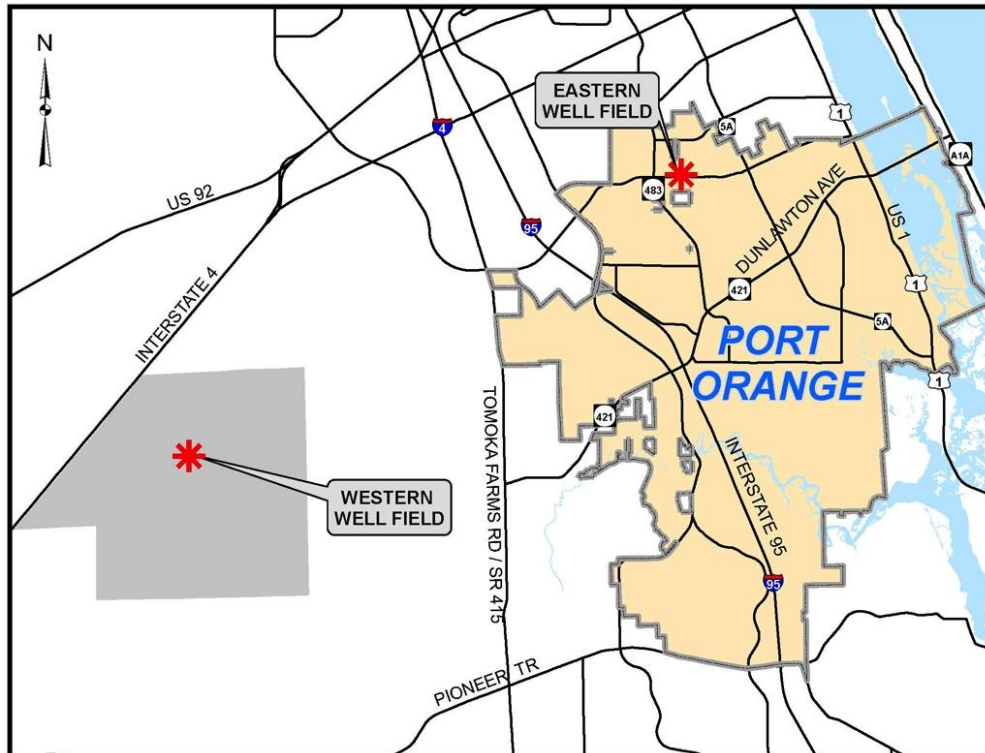


Exhibit 12 shows the wells needed to supply the raw water peak daily flow demand in 2025. The number of wells required includes an allowance for two wells out of service, which is within the adopted LOS standard.

Exhibit 12: Raw Water Supply Wells Required for the Port Orange Service Area

Year	Peak Day Demand*	Number of Wells Required**	Wells Available	Excess (+) or Deficiency
2025	7.2 MGD	16	40	24

*Conservative estimate of peak day demand
 ** Average output for each well is 0.527 MGD

Source: Port Orange Public Utilities Department, October 2025

Capacities Reserved for Approved but Unbuilt Development and its Impact on Capacity and LOS:

Given a consumption rate of 180 gallons per day per ELU and 1/10 gallon per square foot of gross building area for non-residential development, the vested and reserved development as indicated in Exhibit 1 (page 6) could increase the total demand by 185,181 gallons per day (0.19 MGD). Sufficient capacity exists for the vested and reserved development. In addition, further demand may also be generated by growth within the water service area outside of the city limits.

Public or Private Improvements to the System during the Past Fiscal Year (FY 24/25) and Impacts on Capacity and LOS:

The North Commonwealth water system improvement project upgraded and replaced over 20,000 linear feet of aging and undersized 2" galvanized piping to a 6" pipe in the area north of Commonwealth Boulevard, south of Dunlawton Avenue, east of the FEC railroad tracks, and West of US-1.

Proposed Public Improvements to the System in the Current Fiscal Year (FY 25/26) and its Impact on Capacity and LOS:

No proposed Public Improvements to the Potable Water system.

Staff will continue to maintain the existing Potable Water Facilities and infrastructure to ensure service for the residents of the city and the service area.

STORMWATER DRAINAGE

For stormwater management, the city is divided into 13 drainage basins, with each basin divided into several sub-basins. The city has utilized both structural and non-structural elements to accomplish the objective of controlling the volume, rate of flow, and pollutant load of post-development runoff. The city also implements non-structural methods of flood-damage mitigation, such as increased regulation of development in flood-prone areas through participation in the National Flood Insurance Program (NFIP) Community Rating System (CRS). In addition, the city actively addresses flooding through the use of temporary stormwater pumps and 6 permanent stormwater pump stations and flood gates.

As of October 2025, there are currently 603 stormwater ponds within Port Orange. 137 stormwater ponds are city-maintained and only nine (9) of those ponds can be lowered by pump or gates.

- 442 stormwater ponds are privately maintained ponds.
- 14 stormwater ponds are county-maintained.
- 10 stormwater ponds are FDOT-maintained.

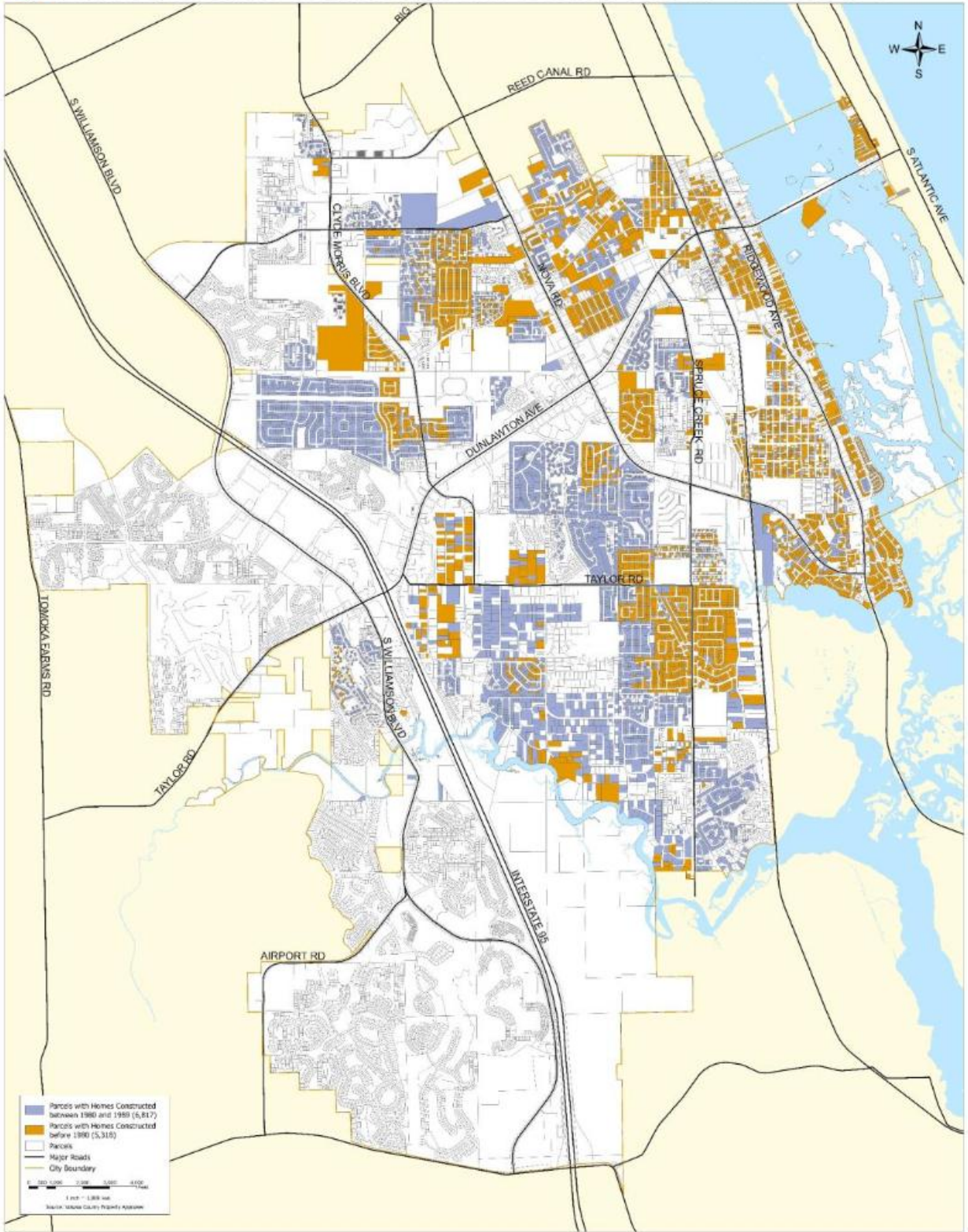
The city maintains approximately 14.5 miles of open ditch, 4.4 miles of major canals, 141 miles of stormwater pipe, and 8,250 drainage structures throughout the city.

Adopted Level-of-Service Standard (Quantity):

The city adopted this LOS standard in 1990. The city's adopted level-of-service (LOS) standard for stormwater management is the 25-year, 24-hour storm event, which means a site must be able to store approximately 9 inches of rain within a 24-hour period. In addition, all drainage facilities must be able to store the runoff from the 25-year, 24-hour storm without causing flooding or increasing the 25-year, 24-hour discharge rate to the receiving water bodies (e.g. B-19 Canal, Spruce Creek, Rose Bay, Halifax River, etc.).

Additionally, the city requires that the post-development 100-yr, 24-hour storm event peak discharge from a property or development site does not exceed the 100-yr, 24-hour pre-development peak flow, which is approximately 11 inches of rainfall within a 24-hour period.

Residential Structures Built Prior to 1990



Adopted Level-of-Service Standard (Pollutants):

The city's adopted level-of-service (LOS) standard for stormwater management also includes reducing pollutants to a level compatible with State standards. On October 1, 2013, a Statewide Stormwater Rule went into effect, which requires the removal of 80% of the dissolved contaminant Nitrogen and 95% of the dissolved contaminant Phosphorous from the first 1.25 to 1.75 inches of runoff.

Existing Level-of-Service:

The City's Land Development Code provides minimum standards for stormwater management to control runoff, preserve critical water resources, facilitate recharge of the aquifer, and prevent erosion and flooding. This is accomplished through the development review process for new developments to ensure they meet or exceed the minimum LOS standard, responding to citizen complaints, and coordinating with other jurisdictions to identify areas needing improvements within the Port Orange system.

After a development is approved and built, the on-going maintenance of private stormwater drainage systems is the responsibility of the homeowners or property owners association. The on-going maintenance of these private stormwater drainage systems is regulated by St. Johns Water Management District (SJRWMD). The City's Land Development Code requires the operation and maintenance entity to inspect the stormwater system every two years after construction to verify the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection and corrective actions if required.

Public or Private Improvements to the System during the Past Fiscal Year (24/25) and Impacts on Capacity and LOS:Ongoing Maintenance:

Staff continued to perform ongoing maintenance of the drainage system, including street sweeping, sediment removal from inlets and pipes, ditch maintenance (including mowing, removal of vegetation, cleaning, dredging sediment, restoration, and seeding), emergency pipe replacement of aging and failed pipes, and erosion repairs.

Cured-In-Place Pipe Lining - Cured-in-place pipe lining is a trenchless rehabilitation method used to repair existing pipelines that reduces time and restoration costs. Staff performed approximately 1,900 linear feet of cured-in-place pipelining throughout the city.

Backup generators were added to existing stormwater pumping stations at the Monroe Street Pump Station and B Street. Pump Station.

Proposed Public Improvements to the System in the Current Fiscal Year (FY 25/26) and Impacts on Capacity and LOS:

On-going Maintenance: Staff will continue to monitor the drainage system which will include street sweeping, removal of sediment from inlets and pipes, ditch restoration and maintenance, emergency pipe replacement, and erosion repairs.

City's Stormwater Master Plan Update: The city-wide Stormwater Master Plan Update project was completed in June 2025. The Plan will be used to ensure that level-of-service standards for stormwater drainage are maintained, specially east of I-95. The Plan assessed existing flooding issues and created a list of projects to reduce flooding and improve water quality in both the built and natural environments. These recommendations were achieved through conducting an inventory of the primary drainage infrastructure, developing a stormwater model to characterize runoff and flooding, developing updated inundation maps, and providing alternatives for improving flooding.

Other Stormwater Programs:

Vulnerability Assessment: The city anticipates completion of a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes, which includes an Adaptation Plan by the end of 2025.

National Pollutant Discharge Elimination System (NPDES): The city is currently in the second year of the five-year permit cycle of the municipal separate storm sewer system (MS4) NPDES stormwater permit. A municipal separate storm sewer system (MS4) is a publicly owned conveyance or system of conveyances (i.e., ditches, curbs, catch basins, underground pipes, etc.) designed or used for collecting or conveying stormwater and that discharges to surface waters of the state.

Total Maximum Daily Loads (TMDL) program: This program is part of the statewide Watershed Management Program (WMP) administered by the Florida Department of Environmental Protection (FDEP). The program is based on a five-phase cycle that rotates through Florida's basins. The five phases are: Initial Basin Assessment, Coordinated Monitoring, Data Analysis and TMDL Development, Basin Management Plan Development, and Implementation of Basin Management Plan.

As part of its NPDES permit, the city is to develop a schedule of specific activities to address the State adopted and EPA approved TMDL for review and approval by FDEP. The TMDL to be reduced are fecal coliform, nutrients, and dissolved oxygen in Spruce Creek, the B-19 Canal, and Nova Canal. Coordination with watershed contributors Volusia County, New Smyrna Beach and Ponce Inlet is required. A study to determine the pollutant sources and sampling point locations is required prior to development of the Basin Managements Plan. The study to determine the City's pollutant loading contribution to Spruce Creek was completed in April 2025.

National Flood Insurance Program (NFIP) and Community Rating System (CRS): The city is one of 259 communities in the state of Florida and one of 1,501 communities nationwide that participate in the National Flood Insurance Program (NFIP) Community Rating System (CRS). This program provides incentives for communities to go beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding. The incentives are in the form of flood insurance premium discounts. In 2025, a 5-year cycle verification was completed and in August 2025 FEMA notified the city it would continue to recognize Port Orange as a Class 5 CRS Community. With this designation, all property owners

with flood insurance qualify to receive a 25% discount on their annual FEMA flood insurance policy premium.

In addition, the city participates in Volusia County's Multi-Jurisdictional Local Mitigation Strategy (LMS). The LMS Committee manages a Countywide Mitigation Action Plan and track areas with drainage issues that would benefit from engineered improvements. The LMS Mitigation Action Plan includes grant application to FEMA for acquisition, reconstruction, and elevation of homes in Port Orange that were flooded in 2022 and 2024 and required mitigation. In September 2025, the City's Vulnerability Assessment was added to the LMS mitigation action plan.

SOLID WASTE DISPOSAL

Adopted Level-of-Service (LOS) Standard:

The city's collection standard is 1,350 residential units per curbside collection crew, per day, and a solid waste weight standard of 3.21 lbs. per capita, per day for residential, and 10 lbs. per 1,000 square feet per day for non-residential development. 2,873 residential units were serviced per crew, per day in FY 24/25, which meets the collection standard.

The amount of solid waste generated by individuals is not something that the city can directly control; however, the city can promote recycling programs to inform residents about the benefits of reducing the amount of waste generated. There is no concurrency review for trash collection; however, the city's ability to collect and dispose of this waste is subject to concurrency review. As long as the city has sufficient financial resources to pay for private waste collection and room is available at the landfill, the city will have fulfilled its obligation to ensure that its waste is collected and disposed, regardless of the LOS standard.

Design Capacity of Solid Waste Disposal Facilities and Existing LOS:

The City of Port Orange is currently in a five-year contract (2021-2026) with Waste Pro to provide household solid waste, recycling, and yard waste collection services. The contract provides residents with five weekly pick-ups: two for garbage, two for yard waste and large items, and one for recyclables. The residential and commercial solid waste collected is transported to the Volusia County Tomoka Farms Road Landfill. The capacity at the landfill is projected to be sufficient to accommodate waste from Volusia County until the year 2050. The waste collection numbers for residential and commercial customers are shown in Exhibit 13. The 3.14 pounds per capita, of solid waste generated daily by each Port Orange resident during FY 24/25 is below the solid waste LOS standard of 3.21 pounds.

Exhibit 13: Residential and Commercial Waste Generation Figures (FY 24/25)

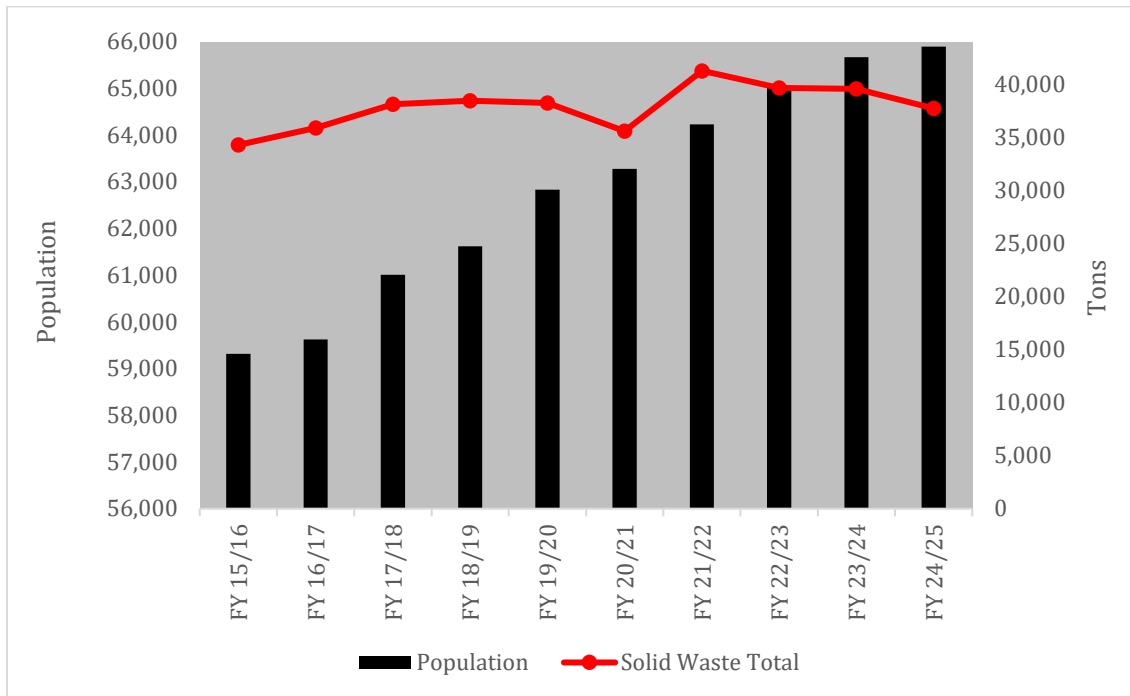
	Residential	Commercial ²	Residential and Commercial
Solid Waste	2.12 lb. per capita, per day	1.02 lb. per capita, per day	3.14 lb. per capita, per day
Recycled Items	0.10 lb. per capita, per day	0.05 lb. per capita, per day	0.15 lb. per capita, per day
Yard Waste	0.47 lb. per capita, per day	0.22 lb. per capita, per day	0.69 lb. per capita, per day
Total	2.69 lb. per capita, per day	1.29 lb. per capita, per day	3.98 lb. per capita, per day

Source: Public Works Department, City of Port Orange, October 2025

There was a slight decrease in the total amount of residential and commercial solid waste and yard waste generation, and a slight increase in recycling. The amount of solid waste generation has generally increased with the increase in population. The city will need to continue to monitor the amount of solid waste generated and explore options to encourage waste reduction and expand recycling programs.

² The amount of commercial recyclable items and yard waste was determined by interpolating the proportion of residential recyclable items and yard waste to the total amount of residential waste disposed.

Exhibit 14: Solid Waste Collected Compared to Population Growth



Source: Public Works Department, City of Port Orange, October 2025

Capacities Reserved for Approved Unbuilt Development and Impact on Capacity and LOS:

The capacity reservations for vested and approved development identified in Exhibit 1 represent approximately 1,365 additional people and 824,012 square feet of non-residential development. When all residential and commercial projects noted in Exhibit 1 are built, the amount of waste is estimated to increase by approximately 2,303 tons per year. The capacity at the landfill is projected to be sufficient to accommodate waste from Volusia County until the year 2050.

Changes to Solid Waste Collection in the Current Fiscal Year (FY 25/26) and Impact on Capacity and LOS:

There are no anticipated changes to solid waste collection in the current fiscal year.

RECREATION AND OPEN SPACE

The Parkland LOS standard of 7 acres / 1,000 persons remains in the Comprehensive Plan and this report will continue to monitor the acreage of parkland to ensure there is sufficient parkland acreage for the current population along with the additional population from vested and reserved development.

Adopted Level-of-Service Standard and Capacity:

The city’s adopted level-of-service (LOS) standard for parkland is 7 acres per 1,000 persons. The required parkland acreage for meeting the LOS and the current acreage of parkland is outlined in Exhibit 16.

Exhibit 16: Adopted LOS and Existing Capacity

ADOPTED LOS	AMOUNT REQUIRED FOR ADOPTED LOS*	CURRENT SUPPLY**	EXCESS (+) OR DEFICIENT (-) CAPACITY
Parkland: 7 acres / 1,000 persons	471 acres	540.6 acres	+69.6 acres

Notes:

2025 Estimated City Population = 65,898 based on the University of Florida Bureau of Economic and Business Research, and anticipated population increases (1,365) from vested and reserved development. Total population to be served = 67,263

Capacities Reserved for Approved but Unbuilt Development and Its Impact on Capacity and LOS:

According to the University of Florida Bureau of Economic and Business Research (BEBR), the 2025 estimated city population is 65,898. Anticipated population increases from vested and reserved residential development is approximately 1,365, which equals a total population to be served of 67,263. As indicated in Exhibit 16, there is sufficient parkland acreage for the current population along with the additional population from vested and reserved development.

Proposed Acreage to be Added to City Parkland Supply in the Current Fiscal Year (FY 25/26) and its Impact on Capacity and LOS:

The city will be working on the purchase of 100 acres of parkland on the west side of Port Orange for future park expansion.

Existing Parks:

Although the City no longer has LOS standards for specific recreation facilities, staff will continue to provide an inventory of parks. The existing acreage of parkland within the city is identified in the inventory in Exhibit 17.

Exhibit 17: Parkland Inventory Table³

Facility Name	Location	Acreage
Causeway Park	93 Dunlawton Avenue	30
Cypress Head Golf Course	6231 Palm Vista Street	216.9
Riverwalk Park and Trail	3459 Ridgewood Avenue	10
Airport Road Park	6731 Airport Road	25
Adult Activity Center	4790 Ridgewood Avenue	5.1
City Center Complex/REC	1000 City Center Circle	49
Coraci Park	5200 Coraci Boulevard	36
Lakeside Comm. Center	1999 City Center Circle	2
Russell Property	6060 Deer Feed Trail	17
Spruce Creek Rec. Area	5959 Spruce Creek Road	40
Buschman Park	4575 Spruce Creek Road	27.5
Creekside Middle School	6801 Airport Road	15
Depot Park	415 Herbert Street	1
Frederick Street Park	5210 Frederick Street	5
Harbor Oaks	5937 Riverside Drive	0.2
Ken Bern Park	850 Canal View Boulevard	5
Larry Haines Park	5550 W Bayshore Drive	0.4
Memorial Park	3801 Jackson Street	12.6
Silver Sands Middle School	1300 Herbert Street	22.9
Southwinds Park	1200 Richel Road	10
Willow Run Park	1351 Schoolhouse Drive	10
TOTALS		540.6

Source: Park & Recreation Department, City of Port Orange, October 2025

During FY 24/25, no additional parkland acreage was acquired and added to the recreational facility system.

³ With the adoption of the Comprehensive Plan Update in May 2024, the Level of Service (LOS) standards for specific recreation facilities (tennis courts, basketball courts, multi-purpose fields, etc.) were removed in accordance with Florida Statutes 163.3180). The removal of the LOS standards for specific recreation facilities provides the city more flexibility to be more responsive to community needs and changes in recreation trends.

SCHOOLS

Adopted Level-of-Service Standard:

The uniform, district-wide LOS standards are as follows:

- Elementary: 115% of permanent FISH⁴ capacity for the concurrency service area
- K-8: 115% of permanent FISH capacity for the concurrency service area
- Middle: 115% of permanent FISH capacity for the concurrency service area
- High: 120% of permanent FISH capacity for the concurrency service area
- Special Purpose Schools: 100% of permanent FISH capacity for each school

Public or Private Improvements to the System during the Past Fiscal Year and Its Impact on Capacity and LOS:

The school district did not have any capital (capacity-related) projects scheduled in last year's five-year work plan (SY 2024/25 – 2028/29) for schools located in Port Orange. Last year's five-year work plan included dollars programmed for several renovations and classroom additions at various schools throughout the district.

Existing Facilities:

Exhibit 18 details existing public-school facilities operated by the Volusia County School Board within the City's municipal boundaries. For elementary and middle schools, the Concurrency Service Areas (CSAs) are the respective school attendance boundaries. High schools are grouped into five larger CSAs that reflect student movement between schools at this level.

The high schools located in Port Orange are part of the Halifax Planning Area CSA. All the high schools in this CSA are shown since the LOS standard is applied to the entire CSA. The adopted LOS for the Halifax Planning Area CSA is 120%. This year, Spruce Creek High School is at 132.5% permanent FISH capacity; however, the Halifax Planning Area CSA for high schools is below the adopted LOS of 120% with an average utilization of 104.9%. The School District anticipates the utilization to continue to balance out across the Halifax Planning Area High Schools due to academy programs offered at some of the other High Schools.

In the 25/26 school year, the elementary and middle schools in Port Orange met the LOS standards (115% of permanent FISH capacity) except Silver Sands Middle School, which was slightly above the LOS standard. In the 26/27 school year, the Volusia County School Board anticipates that all elementary and middle schools in Port Orange will be under the LOS standards, except Silver Sands Middle School, when accounting for reserved capacity for planned but not yet constructed developments. At this time, the School District does not have a specific plan to address capacity at Silver Sands Middle School but will monitor data and make adjustments as needed with programming or possibly a future classroom addition.

⁴ **FISH – Florida Inventory of School Houses.** An official inventory report of all district-owned facilities.

Student Enrollment Trends

According to the Volusia County School District, the overall enrollment in all Volusia County schools has recovered to pre-pandemic levels. In the current 2025-26 school year, enrollment counts decreased slightly. Enrollment is projected to remain stable over the next several school years.

Proposed Public and Private Improvements to School Facilities in the Current Fiscal Year (FY 25/26) and its Impact on Capacity and LOS:

There are no planned capacity projects for schools in Port Orange in the current fiscal year.

Exhibit 18: PORT ORANGE PUBLIC SCHOOL ENROLLEMENT & CAPACITY SUMMARY REPORT

School	Prior Year			Current Year					Projected				
	2024/2025			2025/2026					2026/2027				
	Enroll*	Cap**	Util****	Enroll*	Cap***	Util***	Reserve	Util w/ Res*****	Enroll*	Cap***	Util***	Reserve	Util w/ Res*****
Elementary (LOS = 115%)													
Cypress Creek	762	712	107%	716	722	99.2%	33	103.7%	746	722	103.3%	33	107.9%
Horizon	625	627	99.7%	603	601	100.3%	0	100.3%	602	601	100.2%	0	100.2%
Port Orange	342	322	106.2%	321	330	97.3%	0	97.3%	301	330	91.2%	3	91.2%
Spruce Creek	744	731	101.8%	728	723	100.7%	0	100.7%	759	723	105%	0	105%
Sugar Mill	535	547	97.8%	482	547	88.1%	37	94.9%	515	547	94.1%	37	100.9%
Sweetwater	612	653	93.7%	594	669	88.8%	0	88.8%	581	669	86.8%	0	86.8%
Total	3,620	3,592		3,620	3,444		70		3,504	3,444		108	
Middle (LOS = 115%)													
Creekside	1,148	1,123	102.2%	1,146	1,125	101.9%	19	103.6%	1,144	1,125	101.7%	19	103.4%
Silver Sands	1,207	1,055	114.4%	1,202	1,043	115.2%	94	124.3%	1,331	1,043	108.4%	94	117.4%
Total	2,355	2,178		2,348	2,168		113		2,275	2,168		113	
High (LOS = 120% for the overall Halifax Planning Area CSA)													
Atlantic	1,209	1,221	99%	1,209	1,256	96.3%	107	109.3%	1,087	1,256	86.5%	107	95.1%
Mainland	1,960	2,257	86.8%	1,976	2,191	90.2%	384	109%	1,817	2,191	82.9%	384	100.5%
Seabreeze	1,637	1,677	97.6%	1,592	1,619	98.3%	160	109.8%	1,425	1,619	88%	160	97.9%
Spruce Creek	2,593	1,987	130.5%	2,568	1,938	132.5%	37	132.5%	2,383	1,938	123%	37	124.9%
Total for Halifax Planning Area CSA	7,399	7,142	103.6%	7,345	7,004	104.9%	688	115.8%	6,712	7,004	95.8%	688	105.7%

Notes: **Red** – over LOS standard

* Student enrollment

** Permanent FISH capacity (does not include portables)

*** Permanent Capacity with Specific Academic Programs accounted for

**** Utilization – Percentage of student enrollment to permanent student capacity

***** Utilization includes reserved capacity for proposed development

Source: Volusia County School District School Capacity Report, October 2025



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 11/18/2025

SUBJECT: (B9) Resolution No. 25-47 - Amending Defined Contribution Retirement Plans to Implement SECURE Act 1.0 and 2.0

DEPARTMENT: Human Resources

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 25-47 and authorize the Human Resources Director to execute the associated forms.

SUMMARY: The City currently has eight retirement plans that are managed by Mission Square for the City. Any changes to these plans require City Council approval.

Through the adoption of the Federal "Setting Every Community Up for Retirement Enhancement" Act of 2019 ("SECURE 1.0") and SECURE 2.0 Act of 2022 and related legislation, additional retirement enhancements have been made available to employees. SECURE 2.0 will go into effect January 1, 2026.

These new enhancements allow employees to access retirement funds early, without penalty, under various circumstances, including the following:

- Distribution for victims of domestic abuse (401a, 457b plans)
- \$1,000 withdrawal for emergency expenses (e.g., home repairs, medical expenses) (401a, 457b)
- Self-certification process for hardship (401a, 457b) and unforeseeable withdrawals (457b)
- Distribution for federally qualified natural disasters up to \$22,000 (401a, 457b)
- Addition of an age 60-63 "Super Catch Up" provision of \$11,250 per year
- Distributions of \$5,000 for a qualifying birth or adoption

To implement these changes and comply with the SECURE ACT, an amendment to all eight Mission Square Plan documents is necessary.

PRESENTER: Michelle Olk

ATTACHMENTS:

1.	Reso. No. 25-47- Secure Act Elections Reso	Reso. No. 25-47- Secure Act Elections Reso.doc
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2.	457(b) Plan - 305725 SECURE Act Election Form	457(b) Plan - 305725 SECURE Act Election Form.pdf
3.	401(a) 106753 - SECURE Act Election Form	401(a) 106753 - SECURE Act Election Form.pdf
4.	401(a) 106920 - SECURE Act Election Form	401(a) 106920 - SECURE Act Election Form.pdf
5.	401(a) 108373 - SECURE Act Election Form	401(a) 108373 - SECURE Act Election Form.pdf
6.	401(a) 108499 - SECURE Act Election Form	401(a) 108499 - SECURE Act Election Form.pdf
7.	401(a) 108525 - SECURE Act Election Form	401(a) 108525 - SECURE Act Election Form.pdf
8.	401(a) 109110 - SECURE Act Election Form	401(a) 109110 - SECURE Act Election Form.pdf
9.	457(b) Plan - 30129 SECURE Act Election Form	457(b) Plan - 30129 SECURE Act Election Form.pdf

Michelle Olk
Michelle Olk
Linda Truitt
Matthew Jones
Wayne Clark

Created/Initiated - 09/30/2025
Approved - 09/30/2025
Approved - 10/02/2025
Approved - 10/03/2025
Final Approval - 11/03/2025

RESOLUTION NO. 25-47

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING THE SECURE ACT ELECTION FORMS FOR THE CITY OF PORT ORANGE 401(A) PLANS 106753, 108525, 106920, 108499, 109110, 108373, AND 457(b) PLANS 305725 and 301291; PROVIDING FOR ADJUSTMENTS AS REQUIRED BY THE INTERNAL REVENUE SERVICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange (“Employer”) has employees rendering valuable services; and

WHEREAS, the Employer has established qualified retirement plans for such employees that serve the interest of the City by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personal management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, through the adoption of The Setting Every Community Up for Retirement Enhancement Act of 2019 (“SECURE 1.0”) and Secure 2.0 Act of 2022, and related legislation, additional retirement enhancement options have been made available to employees; and

WHEREAS, the Employer wishes to extend these new retirement enhancement options to its employees through its various 401(a) and 457(b) retirement plans listed herein by approving the attached Secure Act Election Forms.

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

The City of Port Orange, as the Employer hereby approves the Secure Act Election Forms for the City of Port Orange 401(a) Plans 106753, 108525, 106920, 108499, 109110, 108373, AND 457(b) Plans 305725 and 301291, (collectively the “Plans”) as set forth in **Exhibit “A”**, attached hereto and made a part hereof by reference.

BE IT FURTHER RESOLVED the Human Resource Director, Michelle Olk, is hereby authorized to execute the attached Secure Act Election Forms on behalf of the City of Port Orange and any other documents necessary to implement these changes on behalf of the City of Port Orange.

SCOTT STILTNER, MAYOR

(SEAL)

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

SECURE ACT 2.0 and 1.0 Election Form

Use this form to adopt any of the provisions made available by The Setting Every Community Up for Retirement Enhancement Act of 2019 (SECURE 1.0), SECURE 2.0 Act of 2022, and related legislation. If you would like to add these provisions to more than one plan, please complete one form per plan.

I. SECURE 2.0 and Related Provisions

A. Roth Provisions (Available in 401(k), 457(b), and 403(b) plans and is not available in (i) 401(a) Profit Sharing Plans without the 401(k) feature or (ii) 401(a) Money Purchase Plans)

Note: While the ability to adopt Roth is not a SECURE 2.0 provision, if you wish to allow participants to make age-based catch-up contributions after 2025 in your 401(k), 457(b), or 403(b) plans, you must adopt a Roth Contribution provision. **If you allow age-50 catch-up contributions and your plan currently does not offer Roth contributions**, check below to add the Roth Contribution provision and indicate whether you will permit in-plan Roth conversions and whether Roth amounts will be available for participant loans.

Add Roth Contributions

The plan will permit in-plan Roth Conversions.

Yes (Default) No

The Roth account will be an available source for loans.

Yes No or N/A (Default)

Note: To officially adopt the Roth features, you will need to also review and execute applicable adoption materials. Our Plan Design Team will reach out to you with prepopulated versions of the applicable materials upon receipt of this form.

B. Eliminate the “first date of the month” rule for 457(b) deferral changes. The plan will permit all deferral initiation and change requests to transpire as soon as administratively feasible, but no later than on the earliest date the deferrals can reasonably be segregated from the employer’s general assets, rather than the first pay period of the following month.

Yes No (*“No” is the default provision under the Plan if no selection is made.*)

C. Student Loan Repayment Match (Available in 401(k), 457(b), and 403(b) plans and is not available in (i) 401(a) Profit Sharing Plans without the 401(k) feature or (ii) 401(a) Money Purchase Plans)

For purposes of calculating the employer match of participant elective deferrals into the plan in which the match will be made, qualified student loan repayments made by the participant shall be treated as participant elective deferrals.

Yes No (*“No” is the default provision under the Plan if no selection is made.*)

Note: To adopt the student loan repayment match provision, the plan must be offering an elective deferral match. To officially adopt the Roth features, you may need to also review and execute applicable adoption materials to adopt the elective deferral match provision. Our plan design team will reach out to you with prepopulated versions of the applicable materials upon receipt of this form.

D. Distribution for victims of domestic abuse (Available in 457(b), 403(b), 401(a) Profit Sharing Plans that have not made a "QJSA Election")

The plan will permit participants to receive, upon written request, a distribution of up to the lesser of \$10,000 (indexed) or 50% of the participant's vested account balance during the one-year period beginning on any date on which the individual is a victim of domestic abuse by a spouse or domestic partner. Plan sponsors may rely upon the participant's self-certification that they are victims of abuse with no documentation needed.

Such a distribution is exempt from the 10% early distribution tax penalty and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers if elected.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

**If "Yes" is selected, Domestic Abuse Victim Distributions may be distributed on or after: _____
(insert a date no earlier than 01/01/2025).**

E. \$1,000 withdrawal for certain emergency expenses (Available in 457(b), 403(b), 401(a) Profit Sharing Plans)

The plan will permit participants to receive, upon written request, a distribution of up to \$1,000 (or if the participant's vested balance is less than \$2,000, the amount that exceeds \$1,000) to pay for unforeseen or immediate financial needs relating to necessary personal or family emergency expenses. Plan sponsors may rely upon the participant's self-certification that they are eligible for emergency withdrawals with no documentation needed.

A participant is not permitted to receive more than one emergency withdrawal per year. Additionally, a participant is not permitted to take another emergency withdrawal from the plan during the immediately following three (3) calendar years unless the amount of withdrawal is repaid, or equivalent contributions are made to the plan.

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Yes No (*"No" is the default provision under the Plan if no selection is made.*)

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F. Self-certification for hardship withdrawals (Available in 403(b), 401(a) Profit Sharing Plans with the 401(k) feature)

The plan will permit participants to self-certify that a distribution is on account of a financial need that IRS regulations deem to create an immediate and heavy financial need, the amount of the distribution is not in excess of the amount required to satisfy the financial need, and that the participant has no alternative means reasonably available to meet the financial need.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

The distribution will be processed without plan sponsor approval. If you as the plan sponsor wish to approve each request, check this box .

If the box is checked, the plan sponsor will be required to approve each request.

G. Self-certification unforeseeable emergency withdrawals (Available in 457(b) Plans)

The plan will permit participants to self-certify that a distribution is being made when a participant is faced with an unforeseeable emergency of a type that is described in IRS regulations as an unforeseeable emergency, the amount of the distribution is not in excess of the amount required to satisfy the emergency need, and the participant has no alternative means reasonably available to satisfy the emergency need.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

The distribution will be processed without plan sponsor approval. If you as the plan sponsor wish to approve each request, check this box .

If the box is checked, the plan sponsor will be required to approve each request.

H. Distribution for qualified Federally declared natural disasters (Available in 457(b), 403(b), 401(a) Money Purchase, 401(a) Profit Sharing Plans)

The plan will permit qualified participants to receive, upon written request, a distribution of up to \$22,000 per Federally declared natural disaster. A participant is qualified if:

- The individual's principal residence at any time during the incident period of any qualified disaster is in the qualified disaster area with respect to that disaster, and
- The individual has sustained an economic loss by reason of that qualified disaster.

Plan sponsors may rely upon the participant's self-certification that they are a qualified individual with no documentation needed, unless the plan sponsor has actual knowledge to the contrary.

Whether a disaster is a formally declared disaster and qualified can be determined here:
<https://www.fema.gov/disaster/declarations>

Such distribution may be made on or after the first day of the incident period of a qualified disaster and before the date that is 179 days after the latest of the following three dates:

- Dec. 29, 2022,
- The first day of the incident period with respect to the qualified disaster, or
- The date of the disaster declaration with respect to the qualified disaster.

Such a distribution is exempt from the 10% early distribution tax penalty, is includible in income over 3 years, and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers if elected.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

I. Age 60-63 "Super Catch-up" (Available in 457(b), 403(b), 401(a) Profit Sharing Plans with the 401(k) feature)

Starting January 1, 2025, participants who attain age 60-63 can contribute \$11,250. Note that this provision will be automatically integrated into the applicable plans in starting 2026. To adopt this for 2025, please check yes below.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

II. SECURE 1.0 and Related Provisions

J. In-Service Distributions at Age 59.5 (Available in 457(b), 403(b), and 401(a) Money Purchase Plans) The Plan will permit in-service withdrawals at age 59.5

Note: Not applicable to 401(a) Profit Sharing Plans, as this provision is already available in your plan. You can change the in-service distribution age in your Profit Sharing Plan submitting a revised Adoption Agreement.

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K. Qualified Birth and Adoption (Available in 457(b), 403(b), 401(a) Money Purchase, 401(a) Profit Sharing Plans)

The plan will permit participants to receive, upon written request, a distribution of up to \$5,000 per qualifying birth or adoption (not to exceed \$5,000 across all retirement accounts of the participant).

Note to 401(a) Money Purchase Plan Sponsors: Such a withdrawal can only be undertaken if the participant meets the plan's existing in-service withdrawal criteria.

Such a distribution is exempt from the 10% early distribution tax penalty and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers if elected. A qualified adoption distribution would be limited to the adoption of children who are under age 18 or who are physically or mentally incapable of self-support.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

Note: If you elect to offer this provision, your plan may need to offer the ability for participants to roll assets into the plan.

L. MissionSquare Retirement IncomeAdvantage In-Service Distribution (Available in 457(b), 401(a) Money Purchase, 401(a) Profit Sharing Plans that have the MissionSquare Income Advantage Fund as an available Investment Option)

In the event the MissionSquare Retirement IncomeAdvantage Fund is no longer an investment option under the plan, a Participant shall, upon written request, be permitted to roll these assets to another plan. Such a distribution can be undertaken regardless of the participants eligibility pertaining to in-service distributions.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

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By signing below, we intend to amend the plan to allow these provisions as of the date below or as soon as administratively feasible. **Please submit one form per plan number.**

EMPLOYER PLAN NUMBER:	EMPLOYER PLAN NAME:	
SIGNATURE OF AUTHORIZED PLAN REPRESENTATIVE:		
PRINT NAME:		
TITLE:		
DATE: (MM/DD/YYYY)	EMAIL ADDRESS:	PHONE NUMBER:

This form can be returned by secure message, fax, or mail using the information below.

Online: Submit through secure messaging: <https://accountaccess.missionsq.org/login.html>

Fax to: MissionSquare Plan Services (844) 677-3297

Mail to: MissionSquare Plan Services
P.O. Box 219320
Kansas City, MO 64121-9320

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Add Roth Contributions

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Yes (Default) No

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Yes No or N/A (Default)

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This form can be returned by secure message, fax, or mail using the information below.

Online: Submit through secure messaging: <https://accountaccess.missionsq.org/login.html>

Fax to: MissionSquare Plan Services (844) 677-3297

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Note to 401(a) Money Purchase Plan Sponsors: Such a withdrawal can only be undertaken if the participant meets the plan's existing in-service withdrawal criteria.

Such a distribution is exempt from the 10% early distribution tax penalty and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers if elected. A qualified adoption distribution would be limited to the adoption of children who are under age 18 or who are physically or mentally incapable of self-support.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

Note: If you elect to offer this provision, your plan may need to offer the ability for participants to roll assets into the plan.

L. MissionSquare Retirement IncomeAdvantage In-Service Distribution (Available in 457(b), 401(a) Money Purchase, 401(a) Profit Sharing Plans that have the MissionSquare Income Advantage Fund as an available Investment Option)

In the event the MissionSquare Retirement IncomeAdvantage Fund is no longer an investment option under the plan, a Participant shall, upon written request, be permitted to roll these assets to another plan. Such a distribution can be undertaken regardless of the participants eligibility pertaining to in-service distributions.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

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5 | SECURE ACT 2.0 and 1.0 Election Form

By signing below, we intend to amend the plan to allow these provisions as of the date below or as soon as administratively feasible. **Please submit one form per plan number.**

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SIGNATURE OF AUTHORIZED PLAN REPRESENTATIVE:		
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This form can be returned by secure message, fax, or mail using the information below.

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I. SECURE 2.0 and Related Provisions

A. Roth Provisions (Available in 401(k), 457(b), and 403(b) plans and is not available in (i) 401(a) Profit Sharing Plans without the 401(k) feature or (ii) 401(a) Money Purchase Plans)

Note: While the ability to adopt Roth is not a SECURE 2.0 provision, if you wish to allow participants to make age-based catch-up contributions after 2025 in your 401(k), 457(b), or 403(b) plans, you must adopt a Roth Contribution provision. **If you allow age-50 catch-up contributions and your plan currently does not offer Roth contributions**, check below to add the Roth Contribution provision and indicate whether you will permit in-plan Roth conversions and whether Roth amounts will be available for participant loans.

Add Roth Contributions

The plan will permit in-plan Roth Conversions.

Yes (Default) No

The Roth account will be an available source for loans.

Yes No or N/A (Default)

Note: To officially adopt the Roth features, you will need to also review and execute applicable adoption materials. Our Plan Design Team will reach out to you with prepopulated versions of the applicable materials upon receipt of this form.

B. Eliminate the “first date of the month” rule for 457(b) deferral changes. The plan will permit all deferral initiation and change requests to transpire as soon as administratively feasible, but no later than on the earliest date the deferrals can reasonably be segregated from the employer’s general assets, rather than the first pay period of the following month.

Yes No (*“No” is the default provision under the Plan if no selection is made.*)

C. Student Loan Repayment Match (Available in 401(k), 457(b), and 403(b) plans and is not available in (i) 401(a) Profit Sharing Plans without the 401(k) feature or (ii) 401(a) Money Purchase Plans)

For purposes of calculating the employer match of participant elective deferrals into the plan in which the match will be made, qualified student loan repayments made by the participant shall be treated as participant elective deferrals.

Yes No (*“No” is the default provision under the Plan if no selection is made.*)

Note: To adopt the student loan repayment match provision, the plan must be offering an elective deferral match. To officially adopt the Roth features, you may need to also review and execute applicable adoption materials to adopt the elective deferral match provision. Our plan design team will reach out to you with prepopulated versions of the applicable materials upon receipt of this form.

D. Distribution for victims of domestic abuse (Available in 457(b), 403(b), 401(a) Profit Sharing Plans that have not made a "QJSA Election")

The plan will permit participants to receive, upon written request, a distribution of up to the lesser of \$10,000 (indexed) or 50% of the participant's vested account balance during the one-year period beginning on any date on which the individual is a victim of domestic abuse by a spouse or domestic partner. Plan sponsors may rely upon the participant's self-certification that they are victims of abuse with no documentation needed.

Such a distribution is exempt from the 10% early distribution tax penalty and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers if elected.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

**If "Yes" is selected, Domestic Abuse Victim Distributions may be distributed on or after: _____
(insert a date no earlier than 01/01/2025).**

E. \$1,000 withdrawal for certain emergency expenses (Available in 457(b), 403(b), 401(a) Profit Sharing Plans)

The plan will permit participants to receive, upon written request, a distribution of up to \$1,000 (or if the participant's vested balance is less than \$2,000, the amount that exceeds \$1,000) to pay for unforeseen or immediate financial needs relating to necessary personal or family emergency expenses. Plan sponsors may rely upon the participant's self-certification that they are eligible for emergency withdrawals with no documentation needed.

A participant is not permitted to receive more than one emergency withdrawal per year. Additionally, a participant is not permitted to take another emergency withdrawal from the plan during the immediately following three (3) calendar years unless the amount of withdrawal is repaid, or equivalent contributions are made to the plan.

Such a distribution is exempt from the 10% early distribution tax penalty and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers if elected.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

**If "Yes" is selected, \$1,000 withdrawal for certain emergency expenses may be distributed on or after: _____
(insert a date no earlier than 01/01/2025).**

F. Self-certification for hardship withdrawals (Available in 403(b), 401(a) Profit Sharing Plans with the 401(k) feature)

The plan will permit participants to self-certify that a distribution is on account of a financial need that IRS regulations deem to create an immediate and heavy financial need, the amount of the distribution is not in excess of the amount required to satisfy the financial need, and that the participant has no alternative means reasonably available to meet the financial need.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

The distribution will be processed without plan sponsor approval. If you as the plan sponsor wish to approve each request, check this box .

If the box is checked, the plan sponsor will be required to approve each request.

G. Self-certification unforeseeable emergency withdrawals (Available in 457(b) Plans)

The plan will permit participants to self-certify that a distribution is being made when a participant is faced with an unforeseeable emergency of a type that is described in IRS regulations as an unforeseeable emergency, the amount of the distribution is not in excess of the amount required to satisfy the emergency need, and the participant has no alternative means reasonably available to satisfy the emergency need.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

The distribution will be processed without plan sponsor approval. If you as the plan sponsor wish to approve each request, check this box .

If the box is checked, the plan sponsor will be required to approve each request.

H. Distribution for qualified Federally declared natural disasters (Available in 457(b), 403(b), 401(a) Money Purchase, 401(a) Profit Sharing Plans)

The plan will permit qualified participants to receive, upon written request, a distribution of up to \$22,000 per Federally declared natural disaster. A participant is qualified if:

- The individual's principal residence at any time during the incident period of any qualified disaster is in the qualified disaster area with respect to that disaster, and
- The individual has sustained an economic loss by reason of that qualified disaster.

Plan sponsors may rely upon the participant's self-certification that they are a qualified individual with no documentation needed, unless the plan sponsor has actual knowledge to the contrary.

Whether a disaster is a formally declared disaster and qualified can be determined here:
<https://www.fema.gov/disaster/declarations>

Such distribution may be made on or after the first day of the incident period of a qualified disaster and before the date that is 179 days after the latest of the following three dates:

- Dec. 29, 2022,
- The first day of the incident period with respect to the qualified disaster, or
- The date of the disaster declaration with respect to the qualified disaster.

Such a distribution is exempt from the 10% early distribution tax penalty, is includible in income over 3 years, and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers if elected.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

I. Age 60-63 "Super Catch-up" (Available in 457(b), 403(b), 401(a) Profit Sharing Plans with the 401(k) feature)

Starting January 1, 2025, participants who attain age 60-63 can contribute \$11,250. Note that this provision will be automatically integrated into the applicable plans in starting 2026. To adopt this for 2025, please check yes below.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

II. SECURE 1.0 and Related Provisions

J. In-Service Distributions at Age 59.5 (Available in 457(b), 403(b), and 401(a) Money Purchase Plans) The Plan will permit in-service withdrawals at age 59.5

Note: Not applicable to 401(a) Profit Sharing Plans, as this provision is already available in your plan. You can change the in-service distribution age in your Profit Sharing Plan submitting a revised Adoption Agreement.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

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The plan will permit participants to receive, upon written request, a distribution of up to \$5,000 per qualifying birth or adoption (not to exceed \$5,000 across all retirement accounts of the participant).

Note to 401(a) Money Purchase Plan Sponsors: Such a withdrawal can only be undertaken if the participant meets the plan's existing in-service withdrawal criteria.

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In the event the MissionSquare Retirement IncomeAdvantage Fund is no longer an investment option under the plan, a Participant shall, upon written request, be permitted to roll these assets to another plan. Such a distribution can be undertaken regardless of the participants eligibility pertaining to in-service distributions.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

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Add Roth Contributions

The plan will permit in-plan Roth Conversions.

Yes (Default) No

The Roth account will be an available source for loans.

Yes No or N/A (Default)

Note: To officially adopt the Roth features, you will need to also review and execute applicable adoption materials. Our Plan Design Team will reach out to you with prepopulated versions of the applicable materials upon receipt of this form.

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For purposes of calculating the employer match of participant elective deferrals into the plan in which the match will be made, qualified student loan repayments made by the participant shall be treated as participant elective deferrals.

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Note: To adopt the student loan repayment match provision, the plan must be offering an elective deferral match. To officially adopt the Roth features, you may need to also review and execute applicable adoption materials to adopt the elective deferral match provision. Our plan design team will reach out to you with prepopulated versions of the applicable materials upon receipt of this form.

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Such a distribution is exempt from the 10% early distribution tax penalty and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers if elected.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

**If "Yes" is selected, Domestic Abuse Victim Distributions may be distributed on or after: _____
(insert a date no earlier than 01/01/2025).**

E. \$1,000 withdrawal for certain emergency expenses (Available in 457(b), 403(b), 401(a) Profit Sharing Plans)

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Add Roth Contributions

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Yes (Default) No

The Roth account will be an available source for loans.

Yes No or N/A (Default)

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For purposes of calculating the employer match of participant elective deferrals into the plan in which the match will be made, qualified student loan repayments made by the participant shall be treated as participant elective deferrals.

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Such a distribution is exempt from the 10% early distribution tax penalty and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers if elected.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

**If "Yes" is selected, Domestic Abuse Victim Distributions may be distributed on or after: _____
(insert a date no earlier than 01/01/2025).**

E. \$1,000 withdrawal for certain emergency expenses (Available in 457(b), 403(b), 401(a) Profit Sharing Plans)

The plan will permit participants to receive, upon written request, a distribution of up to \$1,000 (or if the participant's vested balance is less than \$2,000, the amount that exceeds \$1,000) to pay for unforeseen or immediate financial needs relating to necessary personal or family emergency expenses. Plan sponsors may rely upon the participant's self-certification that they are eligible for emergency withdrawals with no documentation needed.

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Yes No (*"No" is the default provision under the Plan if no selection is made.*)

**If "Yes" is selected, \$1,000 withdrawal for certain emergency expenses may be distributed on or after: _____
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The plan will permit participants to self-certify that a distribution is on account of a financial need that IRS regulations deem to create an immediate and heavy financial need, the amount of the distribution is not in excess of the amount required to satisfy the financial need, and that the participant has no alternative means reasonably available to meet the financial need.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

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If the box is checked, the plan sponsor will be required to approve each request.

H. Distribution for qualified Federally declared natural disasters (Available in 457(b), 403(b), 401(a) Money Purchase, 401(a) Profit Sharing Plans)

The plan will permit qualified participants to receive, upon written request, a distribution of up to \$22,000 per Federally declared natural disaster. A participant is qualified if:

- The individual's principal residence at any time during the incident period of any qualified disaster is in the qualified disaster area with respect to that disaster, and
- The individual has sustained an economic loss by reason of that qualified disaster.

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- The date of the disaster declaration with respect to the qualified disaster.

Such a distribution is exempt from the 10% early distribution tax penalty, is includible in income over 3 years, and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers if elected.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

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Starting January 1, 2025, participants who attain age 60-63 can contribute \$11,250. Note that this provision will be automatically integrated into the applicable plans in starting 2026. To adopt this for 2025, please check yes below.

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Such a distribution is exempt from the 10% early distribution tax penalty and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers if elected. A qualified adoption distribution would be limited to the adoption of children who are under age 18 or who are physically or mentally incapable of self-support.

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L. MissionSquare Retirement IncomeAdvantage In-Service Distribution (Available in 457(b), 401(a) Money Purchase, 401(a) Profit Sharing Plans that have the MissionSquare Income Advantage Fund as an available Investment Option)

In the event the MissionSquare Retirement IncomeAdvantage Fund is no longer an investment option under the plan, a Participant shall, upon written request, be permitted to roll these assets to another plan. Such a distribution can be undertaken regardless of the participants eligibility pertaining to in-service distributions.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

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5 | SECURE ACT 2.0 and 1.0 Election Form

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Add Roth Contributions

The plan will permit in-plan Roth Conversions.

Yes (Default) No

The Roth account will be an available source for loans.

Yes No or N/A (Default)

Note: To officially adopt the Roth features, you will need to also review and execute applicable adoption materials. Our Plan Design Team will reach out to you with prepopulated versions of the applicable materials upon receipt of this form.

B. Eliminate the “first date of the month” rule for 457(b) deferral changes. The plan will permit all deferral initiation and change requests to transpire as soon as administratively feasible, but no later than on the earliest date the deferrals can reasonably be segregated from the employer’s general assets, rather than the first pay period of the following month.

Yes No (*“No” is the default provision under the Plan if no selection is made.*)

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For purposes of calculating the employer match of participant elective deferrals into the plan in which the match will be made, qualified student loan repayments made by the participant shall be treated as participant elective deferrals.

Yes No (*“No” is the default provision under the Plan if no selection is made.*)

Note: To adopt the student loan repayment match provision, the plan must be offering an elective deferral match. To officially adopt the Roth features, you may need to also review and execute applicable adoption materials to adopt the elective deferral match provision. Our plan design team will reach out to you with prepopulated versions of the applicable materials upon receipt of this form.

D. Distribution for victims of domestic abuse (Available in 457(b), 403(b), 401(a) Profit Sharing Plans that have not made a "QJSA Election")

The plan will permit participants to receive, upon written request, a distribution of up to the lesser of \$10,000 (indexed) or 50% of the participant's vested account balance during the one-year period beginning on any date on which the individual is a victim of domestic abuse by a spouse or domestic partner. Plan sponsors may rely upon the participant's self-certification that they are victims of abuse with no documentation needed.

Such a distribution is exempt from the 10% early distribution tax penalty and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers if elected.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

**If "Yes" is selected, Domestic Abuse Victim Distributions may be distributed on or after: _____
(insert a date no earlier than 01/01/2025).**

E. \$1,000 withdrawal for certain emergency expenses (Available in 457(b), 403(b), 401(a) Profit Sharing Plans)

The plan will permit participants to receive, upon written request, a distribution of up to \$1,000 (or if the participant's vested balance is less than \$2,000, the amount that exceeds \$1,000) to pay for unforeseen or immediate financial needs relating to necessary personal or family emergency expenses. Plan sponsors may rely upon the participant's self-certification that they are eligible for emergency withdrawals with no documentation needed.

A participant is not permitted to receive more than one emergency withdrawal per year. Additionally, a participant is not permitted to take another emergency withdrawal from the plan during the immediately following three (3) calendar years unless the amount of withdrawal is repaid, or equivalent contributions are made to the plan.

Such a distribution is exempt from the 10% early distribution tax penalty and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers if elected.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

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F. Self-certification for hardship withdrawals (Available in 403(b), 401(a) Profit Sharing Plans with the 401(k) feature)

The plan will permit participants to self-certify that a distribution is on account of a financial need that IRS regulations deem to create an immediate and heavy financial need, the amount of the distribution is not in excess of the amount required to satisfy the financial need, and that the participant has no alternative means reasonably available to meet the financial need.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

The distribution will be processed without plan sponsor approval. If you as the plan sponsor wish to approve each request, check this box .

If the box is checked, the plan sponsor will be required to approve each request.

G. Self-certification unforeseeable emergency withdrawals (Available in 457(b) Plans)

The plan will permit participants to self-certify that a distribution is being made when a participant is faced with an unforeseeable emergency of a type that is described in IRS regulations as an unforeseeable emergency, the amount of the distribution is not in excess of the amount required to satisfy the emergency need, and the participant has no alternative means reasonably available to satisfy the emergency need.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

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H. Distribution for qualified Federally declared natural disasters (Available in 457(b), 403(b), 401(a) Money Purchase, 401(a) Profit Sharing Plans)

The plan will permit qualified participants to receive, upon written request, a distribution of up to \$22,000 per Federally declared natural disaster. A participant is qualified if:

- The individual's principal residence at any time during the incident period of any qualified disaster is in the qualified disaster area with respect to that disaster, and
- The individual has sustained an economic loss by reason of that qualified disaster.

Plan sponsors may rely upon the participant's self-certification that they are a qualified individual with no documentation needed, unless the plan sponsor has actual knowledge to the contrary.

Whether a disaster is a formally declared disaster and qualified can be determined here:
<https://www.fema.gov/disaster/declarations>

Such distribution may be made on or after the first day of the incident period of a qualified disaster and before the date that is 179 days after the latest of the following three dates:

- Dec. 29, 2022,
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CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 11/18/2025

SUBJECT: (B10) Resolution No. 25-51 - Budget Amendment - FY2024 - 2025 Final Year End True-Up

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 25-51.

SUMMARY: The year-end budget true-up is needed to amend the Fiscal Year 2024-2025 budget for those funds which vary from the originally adopted / amended budget. This closes out the Fiscal Year 2024-25 budget as part of the requirements of Florida Statutes.

The majority of the amendments are necessary for one of the following reasons:

- Accrual of revenues and expenses in the appropriate fiscal period of October 1, 2024 through September 30, 2025
- Variations between budgeted (estimated) and actual expenditures and revenues
- FY2024-2025 budgeted items that have been rolled into the FY2025-2026 budget, such as capital outlay and capital improvement projects.

Part of the normal course of operations at fiscal year-end is the accrual of revenues and expenses. The accruals are necessary for aligning revenues and expenses with the fiscal period to which they relate. It is also typical for some variances between actual and budgeted expenses and revenues to require budget adjustments. Furthermore, over the course of the fiscal year, various agenda items are approved by the Council that require amending the budget. This resolution formalizes the fiscal impact of those actions.

The requested changes amend the budgeted revenues and expenditures of Fiscal Year 2025 within the time allowed by Florida Statute.

The capital outlay and projects that will be completed in Fiscal Year 2025-2026 will be an amendment to the current year's budget by Resolution No. 25-52 that is also proposed for Council consideration as part of this agenda.

Staff requests the Council amend the Fiscal Year 2024-2025 budget by revising the budget in total pursuant to itemization contained in Exhibit "A" of the Resolution.

PRESENTER: Linda Truitt

ATTACHMENTS:

1.	11.18 - Resolution No 25-51 Year-End Budget Amendment	11.18 - Resolution No 25-51 Year-End Budget Amendment.docx
2.	4th QUARTER Budget Amendment Summary 2025	4th QUARTER Budget Amendment Summary 2025.pdf
3.	Exhibit A 4th QUARTER 2025	Exhibit A 4th QUARTER 2025.pdf

Linda Truitt
Linda Truitt
Matthew Jones
Wayne Clark

Created/Initiated - 10/24/2025
Approved - 11/03/2025
Approved - 11/10/2025
Final Approval - 11/10/2025

RESOLUTION NO. 25-51

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, PERTAINING TO BUDGET ADJUSTMENTS FOR FISCAL YEAR 2024-25; PROVIDING APPROVAL FOR ADJUSTMENTS OF 2024-2025 BUDGET ADJUSTMENTS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 18, 2024, the City of Port Orange, adopted Resolution 24-39 approving the City's total operating and capital budgets for Fiscal Year 2024-25; and

WHEREAS, the City of Port Orange adopted Resolution 24-47 on November 19, 2024; Resolution 25-03 on January 21, 2025; Resolution 25-11 on February 18, 2025; Resolution 25-20 on March 18, 2025; Resolution 25-23 on April 15, 2025; Resolution 25-30 on June 3, 2025 ; Resolution 25-32 on July 15, 2025 amending the total operating budget for Fiscal Year 2024-25; and

WHEREAS, in order to recognize unanticipated revenues and expenditures, it is necessary to make adjustments to the City's 2024-25 operating budget.

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

Section 1. Approval of 2024-2025 Budget Adjustments. The City's 2024-25 Operating Budget is hereby adjusted as set forth in **Exhibit "A"** attached hereto. As applicable, the transfer of funds may be made from any legally acceptable source.

Section 2. T h e budget items adopted in the preceding section shall govern the expenditures relating to such items for the City during the ensuing fiscal year effective October 1, 2024, through September 30, 2025.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be affected by the City

Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

Section 5. This resolution shall become effective immediately upon adoption.

MAYOR SCOTT STILTNER

ATTEST:

Robin Fenwick, MMC, City Clerk

Adopted on the _____ day of November, 2025

Reviewed and Approved: _____
Matthew J. Jones, City Attorney



Exhibit "A"

AMENDED BUDGET FISCAL YEAR 2024-25

Fund	Description	Adopted Resolution 24-39	Resolution 24-47	Resolution 25-03	Resolution 25-11	Resolution 25-20	Resolution 25-23	Resolution 25-30	Resolution 25-32	Resolution 25-51	Amended Budget
001	General Fund	\$ 61,190,570	4,061,756	\$ 1,671,610	\$ 84,030	\$ -	\$ 269,000	\$ 230,000	\$ 165,000	\$ 18,000	\$ 67,689,966
010	National Opioid Litigation	44,687	83,445	-	-	-	-	-	-	-	\$ 128,132
019	Federal Disaster Fund	135,895	3,061,737	-	-	-	-	-	300,000	850,000	\$ 4,347,632
102	Tax Increment - Eastport	633,196	-	-	-	-	-	-	-	-	\$ 633,196
103	Tax Increment - Town Center	431,297	-	-	-	-	-	-	-	18,000	\$ 449,297
106	Recreational Facilities	246,700	32,363	-	-	-	-	-	-	-	\$ 279,063
109	Building & Inspections	2,649,016	-	-	-	-	-	-	40,000	-	\$ 2,689,016
199	Grant Special Revenue	5,134,124	-	-	-	-	-	-	1,400,000	(1,775,000)	\$ 4,759,124
214	Debt Services GO	901,838	-	-	-	-	-	-	-	-	\$ 901,838
217	Debt Services Eastport Tax Note	234,511	-	-	-	-	-	-	-	-	\$ 234,511
218	Debt Services Town Center Bonds	402,369	-	-	-	-	-	-	-	-	\$ 402,369
220	Debt Services Bonds	1,147,356	-	-	-	-	-	-	-	135,000	\$ 1,282,356
221	2025 GO Bond Debt	30,000,000	-	-	-	-	-	-	-	(25,000,000)	\$ 5,000,000
222	2025 Capital Imprvement Bond	0	-	-	-	-	-	-	-	30,000	\$ 30,000
301	Capital Projects	7,475,829	3,256,707	-	-	-	-	-	-	(3,500,000)	\$ 7,232,536
310	Police Impact Fee	109,785	-	-	-	-	-	-	-	-	\$ 109,785
311	Fire Impact Fee	72,660	-	27,000	-	-	-	-	-	-	\$ 99,660
312	Transportation Impact Fee	273,530	-	-	-	-	-	-	-	-	\$ 273,530
313	Recreation Impact Fee	212,774	-	-	-	-	-	-	-	-	\$ 212,774
317	General Capital Replacement	5,827,865	8,761,063	84,414	84,030	-	300,000	-	1,700,000	(4,750,000)	\$ 12,007,372
321	Parks Bond Capital Projects	10,000,000	-	-	-	-	-	-	-	(9,000,000)	\$ 1,000,000
401	Water/Sewer	31,644,162	49,190,543	69,675	-	-	200,000	-	273,694	(25,000,000)	\$ 56,378,074
403	Water/Sewer R&R	5,450,000	48,053,563	69,675	-	-	200,000	-	273,694	(18,000,000)	\$ 36,046,932
405	Water Impact Fee	679,627	-	-	-	-	-	-	-	-	\$ 679,627
410	Solid Waste	10,708,138	-	-	-	-	-	-	-	-	\$ 10,708,138
412	Stormwater Utility	5,988,199	6,618,675	(841,571)	-	-	961,109	-	(1,200,000)	-	\$ 11,526,412
413	Stormwater Capital	9,252,488	6,954,949	880,039	-	-	961,109	-	(1,200,000)	(3,000,000)	\$ 13,848,585
414	Drainage Bond Sinking	699,004	-	-	-	-	-	-	-	15,000	\$ 714,004
416	Wetland Mitigation	96,968	-	-	-	-	-	230,000	-	-	\$ 326,968
417	Water Sewer Bond	0	-	-	-	-	-	-	-	7,000,000	\$ 7,000,000
418	SRF Debt Service	784,846	-	-	-	-	-	-	-	-	\$ 784,846
420	Forestry	319,536	430,325	-	-	-	355,000	-	-	-	\$ 1,104,861
450	Golf Course Operating	2,619,067	-	300,000	-	-	-	-	-	-	\$ 2,919,067
501	Information Technology	3,833,844	25,728	-	-	-	-	-	-	-	\$ 3,859,572
503	Fleet Maintenance	1,693,226	-	-	-	-	-	-	-	150,000	\$ 1,843,226
504	Risk Management	2,238,409	-	-	-	-	-	-	-	400,000	\$ 2,638,409
505	Lease & Replacement	2,466,256	2,154,663	411,805	-	-	798,504	-	192,735	400,000	\$ 6,423,963
606	Police Benefit Trust	4,500	-	-	-	-	-	-	-	-	\$ 4,500
607	Police Forfeiture	70,000	-	-	-	95,000	-	-	-	-	\$ 165,000
615	Police Education Trust	10,000	-	-	-	-	-	-	-	-	\$ 10,000
621	Recreation Scholarship	22,450	-	-	-	-	-	-	-	6,500	\$ 28,950
625	Federal Police Forfeiture	15,000	-	-	-	-	-	-	-	-	\$ 15,000
Grand Total:		\$ 205,719,722	\$ 132,685,517	\$ 2,672,647	\$ 168,060	\$ 95,000	\$ 4,044,722	\$ 460,000	\$ 1,945,123	\$ (81,002,500)	\$ 266,788,291

Exhibit "A" DETAIL FOR RES. 25-51 YEAR END BUDGET ADJUSTMENT REQUEST

FUND	ACCOUNT DESCRIPTION	ADJUSTMENT REQUEST	DESCRIPTION
GENERAL FUND - 001			
	APPROPRIATED FUND BALANCE	18,000	TOWN CENTER FUNDING
		<u>18,000</u>	
	REVENUES	18,000	
	TRANSFER TO FUND 103	18,000	TRANSFER TO COVER TOWN CENTER CRA SHORTFALL
		<u>18,000</u>	
	EXPENDITURES	18,000	
FEDERAL DISASTER - 019			
	FEMA GRANT REVENUE	850,000	ADDITIONAL FEMA REIMBURSEMENT OVER INITIAL ESTIMATE
		<u>850,000</u>	
	REVENUES	850,000	
	HURRICANE MILTON PARKS PROJECTS	850,000	HURRICANE MILTON EXPENSES
		<u>850,000</u>	
	EXPENDITURES	850,000	
TOWN CENTER CRA - 103			
	TRANSFER IN - FUND 001	18,000	DUE TO GENERAL FUND
		<u>18,000</u>	
	REVENUES	18,000	
	OTHER GRANTS AND AID	18,000	TIF COST
		<u>18,000</u>	
	EXPENDITURES	18,000	
GRANT FUND - 199			
	GRANT REVENUE - FDOT	(2,000,000)	MOVE TO FY2026 IN FUND 301
	GRANT REVENUE - CDBG ADMIN FEES	75,000	CDBG REVENUE
	GRANT REVENUE - PUBLIC SAFETY GRANTS	150,000	VOCA AND FDLE GRANT REVENUES
		<u>(1,775,000)</u>	
	REVENUES	(1,775,000)	
	TRANSFER TO FUND 301	(2,000,000)	MOVE TO FY2026
	VOCA SALARIES	75,000	
	CDBG - PROFESSIONAL SERVICES	75,000	CDBG ADMIN EXPENSES
	EQUIPMENT	75,000	
		<u>(1,775,000)</u>	
	EXPENDITURES	(1,775,000)	
2014 CAPITAL IMPROVEMENT BOND - 220			
	BOND PROCEEDS	135,000	BOND PROCEEDS FROM REFUNDING
		<u>135,000</u>	
	REVENUES	135,000	
	OTHER DEBT SERVICES COSTS	135,000	REFUNDING COSTS
		<u>135,000</u>	
	EXPENDITURES	135,000	

FUND	ACCOUNT DESCRIPTION	ADJUSTMENT REQUEST	DESCRIPTION
2025 PARKS BOND - 221			
	BOND PROCEEDS	(25,000,000)	BOND PROCEEDS FROM REFUNDING
	REVENUES	(25,000,000)	
	OTHER DEBT SERVICES COSTS	(25,000,000)	REFUNDING COSTS
	EXPENDITURES	(25,000,000)	
CIP BOND - 222			
	BOND PROCEEDS	30,000	BOND PROCEEDS FROM REFUNDING
	REVENUES	30,000	
	OTHER DEBT SERVICES COSTS	30,000	REFUNDING COSTS
	EXPENDITURES	30,000	
CAPITAL PROJECTS - 301			
	TRANSFER IN FUND 199	(2,000,000)	MOVE TO FY2026 IN FUND 301
	APPROPRIATED FUND BALANCE	(1,500,000)	APPROPRIATED FUND BALANCE
	REVENUES	(3,500,000)	
	CAPITAL OUTLAY/CIP - COMMUNITY DEVELOPMENT	(3,000,000)	ROLL FORWARD TO FY26
	CAPITAL OUTLAY/CIP - PUBLIC WORKS	(500,000)	ROLL FORWARD TO FY26
	EXPENDITURES	(3,500,000)	
GENERAL CAPITAL REPLACEMENT - 317			
	APPROPRIATED FUND BALANCE	(4,750,000)	
	REVENUES	(4,750,000)	
	CAPITAL OUTLAY/CIP - BUILDING MAINTENANCE	(200,000)	ROLL FORWARD TO FY26
	CAPITAL OUTLAY/CIP - COMMUNITY DEVELOPMENT	(1,000,000)	ROLL FORWARD TO FY26
	CAPITAL OUTLAY/CIP - FIRE	(150,000)	ROLL FORWARD TO FY26
	CAPITAL OUTLAY/CIP - PARKS & RECREATION	(2,000,000)	ROLL FORWARD TO FY26
	CAPITAL OUTLAY/CIP - PUBLIC WORKS	(1,000,000)	ROLL FORWARD TO FY26
	CAPITAL OUTLAY/CIP - STORMWATER	(400,000)	ROLL FORWARD TO FY26
	EXPENDITURES	(4,750,000)	
PARKS BOND PROJECTS - 321			
	APPROPRIATED FUND BALANCE	(9,000,000)	APPROPRIATED FUND BALANCE
	REVENUES	(9,000,000)	
	CAPITAL OUTLAY/CIP - PARKS & RECREATION	(9,000,000)	WATER & SEWER CIP PROJECTS
	EXPENDITURES	(9,000,000)	

FUND	ACCOUNT DESCRIPTION	ADJUSTMENT REQUEST	DESCRIPTION
WATER AND SEWER - 401	APPROPRIATED FUND BALANCE	(25,000,000)	APPROPRIATED FUND BALANCE
	REVENUES	(25,000,000)	
TRANSFER OUT - FUND 403		(25,000,000)	WATER & SEWER CIP PROJECTS
	EXPENDITURES	(25,000,000)	
WATER AND SEWER R&R - 403	TRANSFER IN - FUND 401	(25,000,000)	TRANSFER IN - FUND 401
	TRANSFER IN - FUND 417	7,000,000	TRANSFER IN - FUND 417 DEBT PROCEEDS
	REVENUES	(18,000,000)	
WATER & SEWER ENGINEERING		(18,000,000)	ROLL FORWARD TO FY26
	EXPENDITURES	(18,000,000)	
STORMWATER UTILITY CAPITAL PROJECTS - 413	FEDERAL GRANT REVENUE	(3,000,000)	
	REVENUES	(3,000,000)	
CAPITAL OUTLAY/CIP - STORMWATER		(3,000,000)	ROLL FORWARD TO FY26
	EXPENDITURES	(3,000,000)	
2005 STORMWATER UTILITY REVENUE BOND - 414	DEBT PROCEEDS	15,000	BOND PROCEEDS FROM REFUNDING
	REVENUES	15,000	
DEBT SERVICE COST		15,000	REFUNDING COSTS
	EXPENDITURES	15,000	
WATER AND SEWER BOND DEBT - 417	BOND PROCEEDS	7,000,000	BOND PROCEEDS FROM REFUNDING
	REVENUES	7,000,000	
TRANSFER TO FUND 403		7,000,000	PU205 FIELD OPS BUILDING
	EXPENDITURES	7,000,000	

FUND	ACCOUNT DESCRIPTION	ADJUSTMENT REQUEST	DESCRIPTION
FLEET MAINTENANCE - 503			
	INTERNAL SERVICE FEE REVENUE	150,000	
		<hr/>	
	REVENUES	150,000	
	VEHICLE MAINTENANCE	150,000	
		<hr/>	
	EXPENDITURES	150,000	
RISK - 504			
	APPROPRIATED FUND BALANCE	400,000	APPROPRIATED FUND BALANCE
		<hr/>	
	REVENUES	400,000	
	COMMERCIAL INSURANCE	200,000	INSURANCE POLICY INCREASES
	INSURANCE CLAIMS LOSS	200,000	YEAR END LOSS TRUE UP
		<hr/>	
	EXPENDITURES	400,000	
LEASE & REPLACEMENT - 505			
	APPROPRIATED FUND BALANCE	400,000	APPROPRIATED FUND BALANCE
		<hr/>	
	REVENUES	400,000	
	VEHICLES	400,000	YEAR END TRUE UP - POLICE CARS FROM INSURANCE
		<hr/>	
	EXPENDITURES	400,000	
REC SCHOLARSHIPS - 621			
	GOLF TOURNAMENT SPONSORS	6,500	APPROPRIATED FUND BALANCE
		<hr/>	
	REVENUES	6,500	
	OTHER GRANTS AND AID	6,500	REC SCHOLARSHIPS FROM GOLD SPONSORSHIPS
		<hr/>	
	EXPENDITURES	6,500	
		REVENUES	
		(81,002,500)	
		(81,002,500)	
		-	



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 11/18/2025

SUBJECT: (B11) Resolution No. 25-52 - Capital Encumbrance and Project Balance Roll Forward Budget Amendment for Fiscal Year 2025-2026

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 25-52.

SUMMARY: Each year, the City carries forward encumbered funds and unspent capital project balances from the prior fiscal year to the new fiscal year. This ensures that funding remains available for items and projects previously approved by City Council but not yet completed or received as of fiscal year-end.

The proposed budget amendment reflects the roll forward of encumbered funds and project balances from Fiscal Year 2025 to Fiscal Year 2026. These funds are being carried forward to complete ongoing or previously approved purchases and capital projects.

The **capital encumbrances** being rolled forward from FY25 to FY26 include purchases approved and ordered in FY25 that the City has not yet received, including a Fire Truck ordered in May of 2025, Ford F550 with a Crane for Wastewater Treatment that was delivered in October, and Police Interceptors approved and ordered in 2025 but not yet delivered.

The **capital project balances** being rolled forward include funding for projects that are ongoing and not yet complete:

- City Center Ball Field Rehabilitation
- Cambridge Canal Stormwater Pump Station
- Public Utilities Operations Facility
- Jackson Street Stormwater Improvements
- Lift Station Rehabilitations

This amendment does not represent new spending authority but continues the

authorization for projects and purchases previously approved by City Council. The total amount of the roll forward is detailed in Exhibit "A" of the accompanying Resolution.

PRESENTER: Linda Truitt

ATTACHMENTS:

1.	11.18 Resolution No 25-52 Roll Forward	11.18 Resolution No 25-52 Roll Over.docx
2.	EXHIBIT A - FY26 ROLLFORWARD AND 1ST QUARTER BUDGET ADJUSTMENTS	EXHIBIT A - FY26 ROLLFORWARD AND 1ST QUARTER BUDGET ADJUSTMENTS.pdf
3.	FY26 Budget Amendment Summary 1ST QUARTER	FY26 Budget Amendment Summary 1ST QUARTER.pdf

Linda Truitt
Linda Truitt
Matthew Jones
Wayne Clark

Created/Initiated - 10/27/2025
Approved - 11/03/2025
Approved - 11/12/2025
Final Approval - 11/12/2025

RESOLUTION NO. 25-52

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, PERTAINING TO BUDGET ADJUSTMENTS FOR FISCAL YEAR 2025-26; PROVIDING APPROVAL FOR ADJUSTMENTS OF 2025-2026 BUDGET ADJUSTMENTS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 17, 2025, the City of Port Orange, adopted Resolution 25-45 approving the City's total operating and capital budgets for Fiscal Year 2025-26; and

WHEREAS, in order to recognize unanticipated revenues and expenditures, it is necessary to make adjustments to the City's 2025-26 operating budget.

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

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

Section 2. Approval of 2025-2026 Budget Adjustments. The City's 2025-26 Operating Budget is hereby adjusted as set forth in **Exhibit "A"** attached hereto. As applicable, the transfer of funds may be made from any legally acceptable source.

Section 3. The budget items adopted in the preceding section shall govern the expenditures relating to such items for the City during the ensuing fiscal year effective October 1, 2025, through September 30, 2026.

Section 4. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be affected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

Section 6. This resolution shall become effective immediately upon adoption.

MAYOR SCOTT STILTNER

ATTEST:

Robin Fenwick, MMC, City Clerk

Adopted on the _____ day of November, 2025

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

Exhibit "A" DETAIL FOR RES. 25-52

PROJECT AND PURCHASE ORDER ROLL FORWARD AND 1ST QUARTER BUDGET ADJUSTMENT REQUEST

FUND	ACCOUNT DESCRIPTION	ADJUSTMENT REQUEST	DESCRIPTION
<u>GENERAL FUND - 001</u>			
	APPROPRIATED FUND BALANCE	671,478	APPROPRIATED FUND BALANCE
	APPROPRIATED FUND BALANCE	(22,500)	FY26 BLDG DEPT BUDGET CORRECTION FROM 001 TO 109 GAS, DIESEL, OIL AND GREASE
	REVENUES	648,978	
	COMMUNITY DEVELOPMENT - BUILDING	(22,500)	FY26 BLDG DEPT BUDGET CORRECTION FROM 001 TO 109 GAS, DIESEL, OIL AND GREASE
	POLICE DEPARTMENT CHILLERS	26,914	FY26 MAINTENANCE AGREEMENT PD HVAC CHILLERS
	CAPITAL OUTLAY/CIP BUILDING MAINTENANCE	238,418	BM224 CITY HALL ELEVATORS
	TRANSFER TO FUND 106	29,210	PK25F REC REPAIR
	ENGINEERING	193,500	ENGINEERING SERVICES, KIMLEY-HORN AND ASSOCIATES, INC.
	BUILDING MAINTENANCE	58,436	DOWN TO EARTH TRUCKING INC.
	CAPITAL EQUIPMENT	75,000	CAMPERS FOR TEMPORARY HOUSING
	CAPITAL OUTLAY/CIP PUBLIC WORKS ENGINEERING	50,000	PW231 WOOD BRIDGE R&R
	EXPENDITURES	648,978	
<u>FEDERAL DISASTER - 019</u>			
	FEDERAL GRANT REVENUE	255,498	FEMA GRANT
	FEDERAL GRANT REVENUE	27,728	FY26 FEMA PK264 CAUSEWAY PARK FISHING PIER REPAIRS
	REVENUES	283,226	
	TRANSFER TO FUND 317	27,728	FY26 PK264 CAUSEWAY PARK FISHING PIER REPAIRS
	CAPITAL OUTLAY/CIP HURRICANE	61,442	EM221 HURRICANE IAN
	CAPITAL OUTLAY/CIP STORMS	194,056	EM241 HURRICANE MILTON
	EXPENDITURES	283,226	
<u>RECREATION FACILITIES - 106</u>			
	APPROPRIATED FUND BALANCE	184,836	APPROPRIATED FUND BALANCE
	TRANSFER FROM FUND 001	29,210	PK25F REC REPAIR
	REVENUES	214,046	
	CAPITAL OUTLAY/CIP PARKS & RECREATION	27,627	PK152 YMCA REPAIRS
	CAPITAL OUTLAY/CIP PARKS & RECREATION	41,100	PK25D YMCA FIRE ALARM SYSTEM
	CAPITAL OUTLAY/CIP PARKS & RECREATION	145,319	PK25F REC REPAIR
	EXPENDITURES	214,046	
<u>BUILDING - 109</u>			
	APPROPRIATED FUND BALANCE	22,500	APPROPRIATED FUND BALANCE
	REVENUES	22,500	
	COMMUNITY DEVELOPMENT - BUILDING	22,500	FY26 BLDG DEPT BUDGET CORRECTION FROM 001 TO 109 GAS, DIESEL, OIL AND GREASE
	EXPENDITURES	22,500	

FUND	ACCOUNT DESCRIPTION	ADJUSTMENT REQUEST	DESCRIPTION
<u>CAPITAL PROJECTS FUND - 301</u>			
	FDOT	2,533,843	FDOT
	TPO	251,775	TPO
	FAIR SHARE	150,250	FAIR SHARE
	LOCAL OPTION GAS TAX	12,000	LOCAL OPTION GAS TAX
	APPROPRIATED FUND BALANCE	1,629,642	APPROPRIATED FUND BALANCE
	REVENUES	4,577,510	
	COMMUNITY DEVELOPMENT	12,000	FY26 FEASIBILITY STUDIES
	PUBLIC WORKS ANNUAL SIDEWALK MAINTENANCE	45,077	FY25 AVAILABLE BUDGET ANNUAL SIDEWALK MAINTENANCE
	CAPITAL OUTLAY/CIP PUBLIC WORKS	90,000	PW251 CHARLES ST RAILROAD CROSSING 2026 GRADE CROSSING MAINTENANCE PROGRAM
	CAPITAL OUTLAY/CIP COMMUNITY DEVELOPMENT ENGINEERING	1,207,189	CD184 SIDEWALK BUNDLE
	CAPITAL OUTLAY/CIP COMMUNITY DEVELOPMENT ENGINEERING	654,808	CD205 CLYDE MORRIS TURN LANE BUNDLE
	CAPITAL OUTLAY/CIP COMMUNITY DEVELOPMENT ENGINEERING	1,223,395	CD215 DUNLAWTON/YORKTOWNE TURN LANE BUNDLE
	CAPITAL OUTLAY/CIP COMMUNITY DEVELOPMENT ENGINEERING	620,000	CD244 WILLIAMSON & WILLOW RUN SIDEWALKS
	CAPITAL OUTLAY/CIP COMMUNITY DEVELOPMENT ENGINEERING	225,000	CD251 MADELINE AVE TURN LANES AT NOVA RD
	CAPITAL OUTLAY/CIP PUBLIC WORKS	20,466	PW151 SIGNAGE
	CAPITAL OUTLAY/CIP PUBLIC WORKS	291,360	PW211 CITY CENTER CIRCLE SIDEWALKS
	CAPITAL OUTLAY/CIP PUBLIC WORKS	40,182	PW224 OAK ST RR CROSSING
	CAPITAL OUTLAY/CIP PUBLIC WORKS	148,033	PW251 CHARLES ST RAILROAD CROSSING
	EXPENDITURES	4,577,510	
<u>POLICE IMPACT FEES - 310</u>			
	APPROPRIATED FUND BALANCE	30,000	APPROPRIATED FUND BALANCE
	REVENUES	30,000	
	TRANSFER TO FUND 505	30,000	SWAT VAN
	EXPENDITURES	30,000	
<u>GENERAL CAPITAL REPLACEMENT - 317</u>			
	STATE GRANT	3,427,904	STATE GRANT
	FIND	750,000	FIND
	ECHO	880,000	ECHO
	CDBG	296,208	CDBG
	FEMA	2,577,253	FEMA
	TRANSFER FROM FUND 019	27,728	FEMA PK264 CAUSEWAY PARK FISHING PIER REPAIRS
	APPROPRIATED FUND BALANCE	6,854,495	APPROPRIATED FUND BALANCE
	REVENUES	14,813,588	
	CAPITAL OUTLAY/CIP PARKS & RECREATION	27,728	PK264 CAUSEWAY PARK FISHING PIER REPAIRS
	CAPITAL OUTLAY/CIP BUILDING MAINTENANCE ENGINEERING	431,894	BM223 FIRE STATION 74 CEILING & HVAC
	CAPITAL OUTLAY/CIP COMMUNITY DEVELOPMENT ENGINEERING	631,242	CD206 DOWN UNDER REVITALIZATION
	CAPITAL OUTLAY/CIP COMMUNITY DEVELOPMENT ENGINEERING	3,459,733	CD221 SUNTRAIL ST JOHNS RIVER-TO-SEA
	CAPITAL OUTLAY/CIP COMMUNITY DEVELOPMENT ENGINEERING	1,483,452	CD241 HMGP HURRICANE NICOLE
	CAPITAL OUTLAY/CIP COMMUNITY DEVELOPMENT ENGINEERING	90,070	CD242 HMGP HURRICANE IAN
	CAPITAL OUTLAY/CIP COMMUNITY DEVELOPMENT ENGINEERING	1,346,111	CD253 HMGP IDALIA
	CAPITAL OUTLAY/CIP FIRE DEPARTMENT	154,976	FR221 STATION BASED ALERTING SYSTEM
	CAPITAL OUTLAY/CIP FIRE DEPARTMENT	38,080	FR231 BURN ROOM PROJECT FY23
	CAPITAL OUTLAY/CIP BUILDING MAINTENANCE ENGINEERING	118,846	LE251 PD SHOOTING RANGE
	CAPITAL OUTLAY/CIP PARKS & RECREATION	5,135	PK221 PARKS OFFICE BUILDING FY23
	CAPITAL OUTLAY/CIP PARKS & RECREATION	1,948,051	PK223 FLOATING DOCKS S CAUSEWAY PARK
	CAPITAL OUTLAY/CIP PARKS & RECREATION	102,553	PK241 MEMORIAL PARK BOARDWALK REPLACEMENT
	CAPITAL OUTLAY/CIP COMMUNITY DEVELOPMENT ENGINEERING	27,000	PK242 RIVERWALK DAY DOCKS
	CAPITAL OUTLAY/CIP PARKS & RECREATION	1,299,788	PK243 CITY CENTER BALLFIELD REHABILITATION
	CAPITAL OUTLAY/CIP PARKS & RECREATION	474,488	PK245 CITY CENTER RESTROOM & CONCESSION
	CAPITAL OUTLAY/CIP PARKS & RECREATION	1,815	PK246 CITY CENTER PLAYGROUND
	CAPITAL OUTLAY/CIP PARKS & RECREATION	484,581	PK251 ALL CHILDREN'S PARK RESTROOM REPLACEMENT
	CAPITAL OUTLAY/CIP PARKS & RECREATION	312,161	PK252 SPRUCE CREEK PARK BALLFIELD LAMP
	CAPITAL OUTLAY/CIP PARKS & RECREATION	185,650	PK259 RIVERWALK FISHING PIER
	CAPITAL OUTLAY/CIP PARKS & RECREATION	64,260	PK25A ADULT CENTER ROOF REPAIR
	CAPITAL OUTLAY/CIP PUBLIC WORKS ENGINEERING	832,407	PW183 POLICE DEPT. GENERATOR REPLACEMENT
	CAPITAL OUTLAY/CIP PUBLIC WORKS ENGINEERING	234,204	PW223 RESURFACE PARKING LOT - CITY FACILITY
	CAPITAL OUTLAY/CIP PUBLIC WORKS ENGINEERING	500,000	PW252 MAIN STREET BRIDGE REPAIRS
	CAPITAL OUTLAY/CIP STORMWATER ENGINEERING	559,363	SW213 CITY CENTER IMPROVEMENTS
	EXPENDITURES	14,813,588	

FUND	ACCOUNT DESCRIPTION	ADJUSTMENT REQUEST	DESCRIPTION
<u>PARKS BOND CAPITAL PROJECTS - 321</u>			
	APPROPRIATED FUND BALANCE		APPROPRIATED FUND BALANCE
	REVENUES	<u>1,798,104</u> 1,798,104	
	CAPITAL OUTLAY/CIP PARKS & RECREATION	161,101	PB250 CITY CENTER SPORTS COMPLEX EXPANSION
	CAPITAL OUTLAY/CIP PARKS & RECREATION	388,067	PB254 DEPOT PARK RENOVATIONS
	CAPITAL OUTLAY/CIP PARKS & RECREATION	471,275	PB256 WHITE PLACE PARK RENOVATION
	CAPITAL OUTLAY/CIP PARKS & RECREATION	777,661	PB257 WILLOW RUN PARK EXPANSION
	EXPENDITURES	<u>1,798,104</u> 1,798,104	
<u>WATER AND SEWER - 401</u>			
	APPROPRIATED FUND BALANCE	714,070	APPROPRIATED FUND BALANCE
	APPROPRIATED FUND BALANCE	<u>(400,000)</u>	FY26 PU252 WWTP EFFLUENT DISCHARGE IMPROVEMENT BUDGET RETURNED
	REVENUES	314,070	
	CAPITAL OUTLAY/CIP CUSTOMER SERVICE	9,300	FN221 TYLER ERP
	WASTEWATER TREATMENT	594,088	SHELLEY'S ENVIRONMENTAL SYSTEM SERVICES INCREASE & HYDRA SERVICE(S), INC
	PUBLIC UTILITIES	45,835	MEAD & HUNT, INC
	TRANSFER TO 403	<u>(400,000)</u>	FY26 PU252 WWTP EFFLUENT DISCHARGE IMPROVEMENT BUDGET RETURNED
	CAPITAL OUTLAY - WASTEWATER TREATMENT	64,847	FY25 FLEET PUMP ON DOT TRAILER
	EXPENDITURES	<u>314,070</u> 314,070	

FUND	ACCOUNT DESCRIPTION	ADJUSTMENT REQUEST	DESCRIPTION
WATER AND SEWER R&R - 403			
	STATE GRANT	2,500,000	PU184 SEWER SYSTEM FORCE MAIN RIVER CROSSING
	BOND	15,000,000	FIELD OPERATIONS FACILITY
	TRANSFER FROM 401	(400,000)	PU252 WWTP EFFLUENT DISCHARGE IMPROVEMENT FY26 BUDGET
	APPROPRIATED FUND BALANCE	<u>33,189,671</u>	APPROPRIATED FUND BALANCE
	REVENUES	50,289,671	
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	144,089	PU001 ENGINEERING - CITY COST PARTICIPATION
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	632,750	PU002 TELEMETRY I & C WASTEWATER
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	344,462	PU003 WATER RECLAMATION FACILITY R&R
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	865,412	PU005 SEWER SYSTEM REHABILITATION
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	768,670	PU006 RIDGEWOOD/N COMMONWEALTH WATER MAIN REPLACEMENT
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	226,560	PU008 TOWNHOMES WEST LS #64 REHABILITATION
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	8,222,911	PU184 RIVER CROSSING FM & WM CONSTRUCTION
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	4,628	PU185 WTP GENERATOR REPLACEMENT & UPGRADE
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	15,949,092	PU205 FIELD OPERATIONS NEW FACILITY
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	61,253	PU213 EMERGENCY UTILITY REPAIRS
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	1,106,743	PU222 OCEANS LIFT STATION REHABILITATION
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	1,155,670	PU223 CHRISTIANCY LIFT STATION REHABILITATION
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	896,098	PU233 LOWES/GATEWAY LIFT ST REHABILITATION
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	1,332,722	PU234 WILLIAMSON REGIONAL LIFT STATION
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	852,954	PU235 SUGAR FOREST LIFT ST REHABILITATION
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	2,611,255	PU237 EAST MASTER LIFT STATION REHABILITATION
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	2,932,646	PU240 WATER RECLAMATION FILTER UPGRADES
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	640,000	PU241 HALIFAX ESTATE LIFT STATION
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	180,000	PU242 PONCE INLET MASTER LIFT STATION
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	700,000	PU243 SOUTHERN PINES LIFT STATION
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	1,025,000	PU244 WATER EDGE LIFT STATION 38
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	1,025,000	PU245 WATERS EDGE LIFT STATION 42
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	1,468,410	PU246 LEISURE CIRCLE SEWER IMPROVEMENTS
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	1,920,727	PU247 RECLAIMED LAKE IMPROVEMENTS A & B
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	2,500,000	PU248 WRF UPGRADES
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	150,000	PU249 SOUTH PENINSULA FORCE MAIN UPGRADE
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	150,000	PU251 CHARLES ST LIFT STATION REHABILITATION
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	(400,000)	FY26 PU252 WWTP EFFLUENT DISCHARGE IMPROVEMENT BUDGET RETURNED
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	974,360	PU253 GARNSEY WTP SILOS UPGRADES
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	650,000	PU254 LESLIE DR SEWER IMPROVEMENTS
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	1,000,000	PU255 HARBOR ROAD SEPTIC TO SEWER
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	33,501	PU256 WTP TRANSFER PUMP STATION REHABILITATION
	CAPITAL OUTLAY/CIP - PUBLIC UTILITIES ENGINEERING	164,758	PU25E WATER PLANT WATER SOFTENING SOLUTION
	EXPENDITURES	50,289,671	
SOLID WASTE - 410			
	APPROPRIATED FUND BALANCE	<u>29,600</u>	APPROPRIATED FUND BALANCE
	REVENUES	29,600	
	MAINTENANCE AGREEMENT STREET SWEEPERS	<u>29,600</u>	STREET SWEEPER MAINTENANCE AGREEMENT
	EXPENDITURES	29,600	
STORMWATER UTILITY - 412			
	APPROPRIATED FUND BALANCE	<u>37,725</u>	APPROPRIATED FUND BALANCE
	REVENUES	37,725	
	STORMWATER	<u>37,725</u>	RESTORE REMOTE ACCESS 3 PUMPS
	EXPENDITURES	37,725	

FUND	ACCOUNT DESCRIPTION	ADJUSTMENT REQUEST	DESCRIPTION
<u>STORMWATER UTILITY CAPITAL PROJECTS - 413</u>			
	FEDERAL GRANT REVENUE	5,164,517	FEMA GRANT
	FEDERAL GRANT REVENUE	1,840,000	TRANSFORM 386
	HOMEOWNERS	125,510	HOMEOWNERS
	SUGAR FOREST STORMWATER GRANT FUNDING	200,000	ANTICIPATED FUNDING
	APPROPRIATED FUND BALANCE	4,542,841	APPROPRIATED FUND BALANCE
	REVENUES	11,872,868	
	CAPITAL OUTLAY/CIP COMMUNITY DEVELOPMENT ENGINEERING	1,955,894	CD254 FEMA FLOOD MITIGATION ASSISTANCE
	CAPITAL OUTLAY/CIP STORMWATER ENGINEERING	31,632	SW173 STORMWATER MASTER PLAN PHASE I
	CAPITAL OUTLAY/CIP STORMWATER	62,788	SW181 DRAINAGE PIPE R&R
	CAPITAL OUTLAY/CIP STORMWATER ENGINEERING	532,773	SW18E ENGINEERING STORMWATER R&R
	CAPITAL OUTLAY/CIP STORMWATER ENGINEERING	1,448,860	SW221 JACKSON STORMWATER IMPROVEMENT
	CAPITAL OUTLAY/CIP STORMWATER ENGINEERING	4,167,668	SW241 CAMBRIDGE CANAL PUMP STATION UPGRADES
	CAPITAL OUTLAY/CIP STORMWATER ENGINEERING	1,250,000	SW251 VIRGINA/MONROE PUMP STATION GENERATOR
	CAPITAL OUTLAY/CIP STORMWATER ENGINEERING	583,253	SW25E SUGAR FOREST STORMWATER & FORCE MAIN
	CAPITAL OUTLAY/CIP STORMWATER ENGINEERING	640,000	SW243 PORTONA STORMWATER IMPROVEMENTS
	CAPITAL OUTLAY/CIP STORMWATER ENGINEERING	685,000	SW265 POWERS AVE PROPERTY ACQUISITION & STORMWATER POND
	CAPITAL OUTLAY/CIP STORMWATER ENGINEERING	515,000	SW264 SLEEPY HOLLOW STORMWATER IMPROVEMENTS
	EXPENDITURES	11,872,868	
		-	
<u>FORESTRY MANAGEMENT - 420</u>			
	APPROPRIATED FUND BALANCE	715,109	APPROPRIATED FUND BALANCE
	REVENUES	715,109	
	CAPITAL OUTLAY/CIP- PUBLIC UTILITIES ENGINEERING	715,109	PU224 STORAGE BARN FOR FORESTRY EQUIPMENT
	EXPENDITURES	715,109	
<u>GOLF COURSE - 450</u>			
	APPROPRIATED FUND BALANCE	300,000	APPROPRIATED FUND BALANCE
	REVENUES	300,000	
	CAPITAL OUTLAY/CIP GOLF COURSE	300,000	GC251 GOLF COURSE BUNKER REPAIR
	EXPENDITURES	300,000	
<u>INFORMATION TECHNOLOGY - 501</u>			
	APPROPRIATED FUND BALANCE	192,361	APPROPRIATED FUND BALANCE
	REVENUES	192,361	
	CAPITAL OUTLAY/CIP INFORMATION TECHNOLOGY	192,361	TYLER ERP AND COMMUNICATION SERVICES
	EXPENDITURES	192,361	
<u>RISK - 504</u>			
	APPROPRIATED FUND BALANCE	237,383	
	REVENUES	237,383	
	CONTINGENCY RESERVE	(162,617)	ADJUSTMENT TO COVER POLICY INCREASE
	COMMERCIAL POLICY INSURANCE AND CLAIMS LOSS	400,000	FY26 POLICY INCREASE
	EXPENDITURES	237,383	

FUND	ACCOUNT DESCRIPTION	ADJUSTMENT REQUEST	DESCRIPTION
LEASE & REPLACEMENT - 505			
	APPROPRIATED FUND BALANCE	1,058,697	APPROPRIATED FUND BALANCE
	TRANSFER FROM 310	30,000	FY26 SWAT VAN
	REVENUES	1,088,697	
	CAPITAL OUTLAY - STORMWATER	179,708	1/2 TON PICKUP TRUCK, 72" MOWER, CAMERA SYSTEM WITH BOX TRAILER
	CAPITAL OUTLAY - FIRE	106,038	MEDSTAT EMS TRANSPORT UTV, LIFEPAK MONITORS
	CAPITAL OUTLAY - POLICE	429,203	INTERCEPTORS AND INSURANCE REPLACEMENTS
	CAPITAL OUTLAY - POLICE	30,000	FY26 SWAT VAN
	CAPITAL OUTLAY - PUBLIC WORKS	8,734	ATV
	CAPITAL OUTLAY - PARKS & REC	35,984	FLAIL MOWER, AERATOR
	CAPITAL OUTLAY - GOLF COURSE	62,863	RANGER PICKER, UTILITY CARTS, EQUIPMENT
	CAPITAL OUTLAY - WASTEWATER TREATMENT	175,315	2 TON UTILITY TRUCK WITH CRANE
	CAPITAL OUTLAY - WATER DISTRIBUTION	32,822	1/2 TON PICKUP TRUCK
	CAPITAL OUTLAY - GOLF COURSE	28,030	GOLF CARTS
	EXPENDITURES	1,088,697	
	TOTAL REVENUES	87,465,436	
	TOTAL EXPENDITURES	87,465,436	
	VARIANCE	-	



SUMMARY

AMENDED BUDGET FISCAL YEAR 2026

Fund	Description	Adopted Resolution 25-45	Resolution 25-52	Amended Budget
001	General Fund	\$ 63,318,007	\$ 648,978	\$ 63,966,985
010	National Opioid Litigation	32,540	-	\$ 32,540
019	Federal Disaster Fund	-	283,226.00	\$ 283,226
102	Tax Increment - Eastport	737,112	-	\$ 737,112
103	Tax Increment - Town Center	477,372	-	\$ 477,372
106	Recreation Facilities	275,000	214,046	\$ 489,046
109	Building & Inspections	2,930,112	22,500	\$ 2,952,612
199	Grant Special Revenue	-	-	\$ -
214	Debt Services GO	903,238	-	\$ 903,238
217	Debt Services Eastport Tax Note	-	-	\$ -
218	Debt Services Town Center Bonds	406,613	-	\$ 406,613
220	Debt Services Bonds	1,152,150	-	\$ 1,152,150
221	2025 GO Bond Debt	4,650,000	-	\$ 4,650,000
301	Capital Projects	1,667,274	4,577,510	\$ 6,244,784
310	Police Impact Fee	65,000	30,000	\$ 95,000
311	Fire Impact Fee	276,000	-	\$ 276,000
312	Transportation Impact Fee	268,000	-	\$ 268,000
313	Recreation Impact Fee	233,000	-	\$ 233,000
317	General Capital Replacement	18,579,827	14,813,588	\$ 33,393,415
321	Parks Bond Capital Projects	4,650,000	1,798,104	\$ 6,448,104
401	Water/Sewer	34,212,902	314,070	\$ 34,526,972
403	Water/Sewer R&R	34,050,000	50,289,671	\$ 84,339,671
405	Water Impact Fee	701,000	-	\$ 701,000
410	Solid Waste	10,807,788	29,600	\$ 10,837,388
412	Stormwater Utility	7,189,118	37,725	\$ 7,226,843
413	Stormwater Capital	8,025,000	11,872,868	\$ 19,897,868
414	Drainage Bond Sinking	699,239	-	\$ 699,239
416	Wetland Mitigation	109,049	-	\$ 109,049
418	SRF Debt Service	784,846	-	\$ 784,846
420	Forestry	403,907	715,109	\$ 1,119,016
450	Golf Course Operating	3,266,671	300,000	\$ 3,566,671
501	Information Technology	4,072,932	192,361	\$ 4,265,293
503	Vehicle Maintenance	1,845,298	-	\$ 1,845,298
504	Risk Management	2,469,223	237,383	\$ 2,706,606
505	Lease & Replacement	14,290,844	1,088,697	\$ 15,379,541
606	Police Benefit Trust	4,500	-	\$ 4,500
607	Police Forfeiture	95,000	-	\$ 95,000
615	Police Education Trust	10,000	-	\$ 10,000
621	Recreation Scholarship	22,450	-	\$ 22,450
625	Federal Police Forfeiture	15,000	-	\$ 15,000
Grand Total:		\$ 223,696,012	\$ 87,465,436	\$ 311,161,448



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 11/18/2025

SUBJECT: (I19) General Employee's Pension Board Appointment

DEPARTMENT: City Clerk

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Paul Salerno as the City Resident member of the General Employee's Pension Board.

SUMMARY: Paul Salerno recently served on the General Employee's Pension Board in a member-appointed seat. Mr. Salerno is now retired, a resident of the City, and has indicated he would like to continue serving on the board in the City resident seat appointed by Council.

The term is for two-years and will expire in 2027. There is currently one vacancy for this position. No other qualified applications have been received by the City Clerk's Office.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Paul Salerno - 10-31-2025 Advisory Boards and Commissions Volunteer Application	Paul Salerno - 10-31-2025 Advisory Boards and Commissions Volunteer Application.pdf
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Amanda Bonin
Robin Fenwick
Wayne Clark

Created/Initiated - 10/31/2025
Approved - 11/07/2025
Final Approval - 11/07/2025

Advisory Boards and Commissions Volunteer Application

10/31/2025 10:24 AM (EDT)

Advisory Boards and Commissions Volunteer Application

City of Port Orange

Purpose

Complete this form to apply to be a member of the Advisory Committee.

Eligibility

Residents who wish to serve on the Advisory Committee.

Prerequisites

Applicants must be residents of the municipality to apply for membership.

Required Documents

A cover letter and resume are recommended supporting documents to fill out this application.

Full Name	Paul Salerno
Address	411 Jefferson ave
City	Port Orange
State	Florida
ZIP Code	32127
Phone Number	386-235-6550
Email Address	pauls.address@yahoo.com
Are you a registered voter?	Yes
Can you regularly attend meetings?	Yes
Are you currently serving on a City Board?	Yes
Please list the City Boards that you're currently serving on.	General Employees Defined Benefit Plan (GEDBP)
Why do you desire to serve on this board?	I desire to serve on the GEDBP. Will be retired November 1, 2025

Reference Information

i. Full Name

Steve Parnell

Address

1000 City Center Circle

City

Port Orange

State

Florida

ZIP Code

32129

Phone Number

386-506-5761

ii. Full Name

Matthew Jones

Address

1000 City Center Circle

City

Port Orange

State

Florida

ZIP Code

32129

Phone Number

386-506-5537

iii. Full Name

Theresa Kingston

Address

1000 City Center Circle

City

Port Orange

State

Florida

ZIP Code

32129

Phone Number

386-506-5790

Work Experience

30 years City of Port Orange Certified Environmental Laboratory Manager and Environmental Compliance Manager

Interests / Activities

Sports/Theatre

Community Involvement

Plan to volunteer

You may upload a resume to outline your educational, work and community service experiences.

Signature Agreement

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

By submitting this application, applicant attests that he/she has reviewed the Code of Ethics for Public Officers and Employees (Part III of Chapter 112, Florida Statutes), and that applicant does not hold any public position, employment or other relationship (i.e. dual office holding prohibition, conflicting employment or contractual relationship, etc.) that would prohibit or otherwise disqualify applicant from serving on the City board/commission for which the applicant now seeks to serve.

Note: If you are unsure whether a Code of Ethics issue exists or require assistance determining if a Code of Ethics issue is present, feel free to reach out to the City Attorney's Office prior to submitting your application at (386) 506-5525.

All statements and information provided in this application are true to the best of my knowledge. Please note that Florida has a broad public records law. Your entire application and the information & responses contained therein, including your name, address, email, and phone number, will become a public record upon submission of the application to the City. In limited circumstances, certain public servants who are afforded protections pursuant to Ch. 119, F.S. may elect to have certain information exempted from public disclosure, upon written request.

Signature



Date

10/31/2025

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment. After clicking 'Submit' you will receive a Submission ID number that can be retained for future reference.

You will be updated by our staff, if necessary, as your submission is processed.

Have a great day!



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 11/18/2025

SUBJECT: (J20) Discuss waiving the 12-month waiting period for submitting a new rezoning application for the Vintage Acres site

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION:

Options for the City Council to consider based on the applicant's request:

1. Waive the 12-month waiting period in Chapter 3, Article I, Section 7 of the LDC, allowing the applicant to submit new applications for the Vintage Acres site immediately.
2. Do not waive the 12-month waiting period in Chapter 3, Article I, Section 7 of the LDC, requiring any new rezoning application for the Vintage Acres site to be submitted after October 21, 2026.
3. Waive the 12-month waiting period, but establish a shorter, defined waiting period of X months before a new rezoning application for the Vintage Acres site may be submitted.
4. Other

SUMMARY: Following City Council's denial (vote 2-2) of the Vintage Acres rezoning application at its October 21 meeting, a representative for the project attended the November 4 City Council Meeting and requested an opportunity to submit a new rezoning application for the Vintage Acres site (the "Subject Property") prior to the 12-month wait period outlined in the Land Development Code.

Under Chapter 3, Article I, Section 7 of the Land Development Code, when a rezoning application is denied by the City Council, a subsequent application for similar rezoning on any portion of the same parcel may not be submitted for 12 months from the date of denial, unless specifically authorized by the City Council.

At the November 4th meeting, Council directed staff to place an agenda item on the November 18th agenda to consider the request to waive the 12-month waiting period. If the City Council waives the 12-month waiting period, the applicant may submit a new Future Land Use Map Amendment and Planned Unit Development rezoning application

at any time. Any new application will be required to follow the full review and public hearing process (Planning Commission and City Council).

PRESENTER: Tim Burman

ATTACHMENTS:

Amanda Bonin	Created/Initiated - 11/06/2025
Tim Burman	Approved - 11/06/2025
Matthew Jones	Approved - 11/10/2025
Wayne Clark	Final Approval - 11/10/2025



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 11/18/2025

SUBJECT: (K21) First Reading - Ordinance No. 2025-29 - Comprehensive Plan Amendment/Annual Capital Improvements Element Update

DEPARTMENT: Community Development

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Ordinance No. 2025-29, amending the Capital Improvement Element of the City's Comprehensive Plan, in accordance with Florida Statutes

SUMMARY: Each year, the City is required to amend its Comprehensive Plan Capital Improvements Element (CIE) to include projects from the City's current FY26-30 Capital Improvements Program (CIP). The projects copied from the CIP are primarily improvements needed to maintain the City's adopted level of service (LOS) standards for public facilities. These facilities include water, sewer, stormwater, solid waste, roads, parks, and schools. The CIP was adopted by the City Council as part of the FY26 Operating and Capital Budgets on September 17, 2025, by Resolution No. 25-45. The FY 26-30 CIP includes various projects to support the LOS for City public facilities. The proposed amendments take these projects previously approved by the Council with the CIP and add them to the CIE.

State law requires that local governments update their Comprehensive Plan Capital Improvements Element (CIE) every year to show that they have funded or planned to fund the public facility improvements needed to support their population. The proposed amendments in Exhibit A are required to be in the underline/strikethrough format. For each table or text that is to be updated from the prior year CIP (FY25 – FY29) to the current year CIP (FY26 – FY30), the deleted prior year text is shown in strikethrough (~~strikethrough~~) format, and the added current year text is underlined (underlined). Text that is not struck through or underlined remains as existing text in the FY26-30 CIE.

According to Florida Statutes, the annual update to the CIE is required to be adopted by ordinance, which requires two public hearings and approval by City Council. Review by the Planning Commission is not required for the annual update to the CIE.

The Staff Report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2025-29 with exhibit	Ordinance No. 2025-29 with exhibit.pdf
2.	STAFF REPORT	STAFF REPORT .pdf
3.	Business Impact Estimate - ORD 2025-29- CPAM-25-0002	Business Impact Estimate - ORD 2025-xx- CPAM-25-0002.docx

Penelope Cruz

Tim Burman

Shannon Balmer

Wayne Clark

Created/Initiated - 10/21/2025

Approved - 10/21/2025

Approved - 11/05/2025

Final Approval - 11/05/2025

ORDINANCE NO. 2025-29

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN CAPITAL IMPROVEMENT ELEMENT; PROVIDING FOR THE FY2026-2030 FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS AND SUPPORTING DATA; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after careful review, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding the adoption of the Five Year Schedule of Capital Improvements as set forth in the Capital Improvement Element of the Comprehensive Plan for the City of Port Orange including supporting data; and

WHEREAS, Section 163.3177(3), Florida Statutes (2025) requires the City to review the Capital Improvement Element annually, together with other elements or sub-elements that are directly related to the Five-Year Schedule of Capital Improvements; and

WHEREAS, the attached documents incorporate data from the Transportation Planning Organization (TPO) Transportation Improvements Program (TIP) and the Volusia County School District Five-Year Work Program; and

WHEREAS, the City Council has provided an opportunity to receive comments and proposals from the general public with regard to the adoption of the Five-Year Schedule of Capital Improvements; and

WHEREAS, the City has determined that this ordinance may be published in accordance with Section 166.041(3)(a), Florida Statutes (2025); and

WHEREAS, the City Council has received comments on the proposed amendment to the Comprehensive Plan; and

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

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, entitled “Port Orange Comprehensive Plan 2022-2045”, consisting of eleven (11) elements, including Future Land Use; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; Capital Improvements; Property Rights; and Appendix 1 – Map Series, all as adopted by Ordinance Nos. 2024-04, and amended by Ordinance Nos. 2024-12, 2024-25, 2025-09, and this ordinance.

Section 2. The City Council hereby adopts an amendment setting forth the Five-Year Schedule of Improvements for the Capital Improvements Element for the Comprehensive Plan City of Port Orange Comprehensive Plan 2022-2045, as attached hereto as **Exhibit “1”**, and incorporated herein by this reference.

Section 3. The Community Development Director or designee is hereby authorized to transmit copies of the proposed amendment to the Capital Improvement Element of the Comprehensive Plan City of Port Orange 2022-2045 to the appropriate agencies and to any other unit of local government.

Section 4. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

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

Section 6. This ordinance shall become effective immediately upon 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 1

Annual Update to the Capital Improvements Element

~~Strikethrough~~ indicates text is to be deleted; Underline indicates text is to be added

Please Note: No changes after page 10-18

Chapter 10

CAPITAL IMPROVEMENTS

Goals, Objectives, & Policies



This Element, intended to demonstrate the financial feasibility of the City of Port Orange's Comprehensive Plan, commences in the fiscal year ~~2024-25~~2025-26 and identifies potential projects for the initial five-year planning period. Individual Capital Improvement needs identified in this Element are, for the most part, those improvements which cost \$25,000 or more and are generally non-recurring purchase items. The capital improvements as may be identified in the other Elements of this Comprehensive Plan or provided in the City's annual update, pursuant to Section 163.3177(3)(b), Florida Statutes, are listed with a brief description in Table 1 (Capital Improvements Schedule) along with their estimated cost, funding source, and projected year of expenditure. The improvements are listed by type of service, related to the various Elements of the Comprehensive Plan. The Capital Improvements Element addresses existing and future capital improvements needed for at least the first five fiscal years after the adoption of the comprehensive plan. Therefore, Table 1 lists improvements identified for the fiscal years 2024-2029~~2025/26 – 2029/30~~.

The capital improvements projects listed in Table 1 are not inclusive of all anticipated capital expenditures by the City during the designated time period. For the most part, the list of improvements has been limited to the capital projects required to meet or maintain adopted LOS standards or implement the Goals, Objectives, and Policies of the Comprehensive Plan. Improvements on a smaller scale (generally under \$25,000 in cost) are outlined in the City's five-year Capital Improvement Program and annual budget as they are needed over time.

Capital Improvements Highlights

1. Requires the adoption of the Capital Improvements Schedule to ensure public improvements meet adopted Level of Service (LOS) Standards;
2. Identifies sound fiscal means to ensure the timely and necessary installation and maintenance of public facilities needed; and
3. Requires prioritization criteria for capital improvement projects.



TABLE 1.
CAPITAL IMPROVEMENTS SCHEDULE

Project #	Description	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Total
SANITARY SEWER							
PU251	Charles Street Lift Station Rehab	150,000	1,500,000				1,650,000
	Water/Sewer R&R (403)	-150,000	-1,500,000				-1,650,000
	Total	-150,000	-1,500,000				-1,650,000
Design and construct improvements to the Charles St. Lift Station LS 5 and force main upgrades. Upgrades to the lift station include converting to a submersible station with full mechanical and electrical upgrades. In addition 1,200 feet of sanitary force main from the lift station to Herbert St. will be replaced. This force main has been in operation since the late 1960's and as at the end of its useful life.							
PU252	WWTP Effluent Discharge Improvements	400,000					-400,000
	Water/Sewer R&R (403)	-400,000					-400,000
	Total	-400,000					400,000
Replace the river discharge 36" valve and associated piping at that Water Reclamation Facility.							
PU253	Garnsey WTP Lime Silos Dust Collector Replacement & Upgrade	1,000,000					-1,000,000
	Water/Sewer R&R (403)	-1,000,000					-1,000,000
	Total	-1,000,000					-1,000,000
Removal and disposal of existing dust collectors. Installation of mounting flange to existing silos. Installation of new dust collectors to new mounting flanges. Touch up paint to new mounting flange and dust collector as required.							
PU246	Leisure Circle Sewer Improvement	1,000,000					-1,000,000
	Water/Sewer R&R (403)	-1,000,000					-1,000,000
	Total	1,000,000					-1,000,000
This project will include removal and replacement of three sanitary manholes and approximately 600 LF of failing 10" clay gravity sewer main. This gravity sewer collection system, constructed in the late 1970's is failing and needs to be replaced. Due to the depth and level of failure, this line is not able to be rehabilitated in place by pipe lining.							
PU254	Leslie Dr Sewer Improvements	650,000					650,000
	Water/Sewer R&R (403)	-650,000					-650,000
	Total	-650,000					650,000
The Leslie Drive gravity sewer collection system was constructed in the late 1970's with some of the infrastructure constructed between lot and in rear yards. The manhole located just up stream of the Souther Pines Lift Station LS 22 is located on the rear lot line between 479 Leslie Dr. and 28 Elda Ln. It appears that the manhole is settling and has compromised the gravity line between the manhole and the Lift Station. An emergency repair is currently underway but due to the depth and level of the failure, this current infrastructure is not able to be rehabilitated. This project will include replacing at least two sanitary manholes and approximately 300 LF of 8" gravity sewer main.							
PU255	Palm Shores Mobile Home Estates Septic to Sewer Cost Participation	1,000,000					-1,000,000
	Water/Sewer R&R (403)	-1,000,000					-1,000,000
	Total	1,000,000					-1,000,000
This is a developer led septic to sewer conversion for the Palm Shores Mobile Home Estates. The city will participate in the project by converting an existing 4-inch water main into a sanitary force main. Additionally the city will participate in the extension of sanitary sewer to the existing residential and commercial properties adjacent to the Palm Shores MHP and along Harbor Rd. The project is located in unincorporated Volusia County and within the Utility Service Area for the City of Port Orange. The city currently provides potable water service to this area. 6147 S Ridgewood Avenue							



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Project #	Description	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Total
TOTAL - WATER & SANITARY SEWER		-4,200,000	-1,500,000				-5,700,000
TRANSPORTATION							
CD251	Madeline Ave Turn Lanes at Nova Rd	-225,000			801,450		-1,026,450
	Capital Projects (301)	45,000			-801,450		-846,450
	TPO	-106,470					
	Transportation Impact Fees (312)	-73,530					
	Total	-225,000			-801,450		-846,450
This project consists of extension of the existing turn lanes for left turn lane traffic in the eastbound and westbound directions of Madeline Avenue at the intersection with Nova Road and the construction of turn lanes for right turn traffic in the eastbound and westbound directions of Madeline Avenue at the intersection with Nova Road. This project would also include accessible pedestrian signals and detector upgrades, ADA compliant sidewalks and crosswalk approaches, and upgrades to street lighting as needed.							
CD252	Willow Run Boulevard Widening	200,000			1,125,000		-1,325,000
	Capital Projects (301)	200,000			1,125,000		-1,325,000
	Total	-200,000			-1,125,000		-1,325,000
Improvements to Willow Run Boulevard will be needed as part of the proposed Yorktowne Boulevard improvements. A 1/4 mile segment of Willow Run east of Williamson Boulevard to the proposed intersection of the Yorktowne Boulevard extension will need to be improved to accommodate future traffic flows diverted from Williamson Boulevard and future traffic on the new Yorktowne north extension. Stormwater retention should be able to be provided in the existing 200-foot wide Willow Run Boulevard right of way so additional right of way acquisition is not anticipated. This project also includes improvements at the Willow Run/Yorktowne intersection which may include a signalized intersection, traffic circle, or other feasible options.							
CD215	Dunlawton and Yorktowne Turn Lane Bundle	-322,299		4,298,711			-4,621,010
	Capital Projects (301)	-64,458		429,871			-494,329
	TPO	257,841		3,868,840			-
	Total	322,299		-4,298,711			494,329
This project consists of seven turn lane projects: 1) Westbound Dunlawton Ave. right turn lane at Nova Road; 2) Extension of existing left turn lane westbound Dunlawton Ave. at Clyde Morris Boulevard; 3) Extension of existing left turn lane eastbound Dunlawton Ave. at Nova Road; 4) Southbound Yorktowne Boulevard right turn lane at Dunlawton Avenue; 5) Modification to the left turn lane on northbound Yorktowne Boulevard at the intersection with Dunlawton Avenue; 6) Eastbound Dunlawton Ave. right turn lane at Clyde Morris Blvd.; and 7) Westbound Dunlawton Ave. right turn lane at City Center Pkwy.							
CD205	Clyde Morris Turn Lane Bundle	215,864		-275,000	-911,696		-1,402,560
	Capital Projects (301)	43,172		-27,500	-91,170		-161,842
	TPO	172,692		247,500	820,526		-1,240,718
	Total	-215,864		-275,000	-911,696		-1,402,560
This project consists of four (4) right turn lanes on Clyde Morris Boulevard. Turn lane locations include: 1) SB Clyde Morris Blvd. Right Turn Lane at Willow Run Blvd.; 2) NB Clyde Morris Blvd. Right Turn Lane at Reed Canal Rd.; 3) NB Clyde Morris Blvd. Right Turn Lane at Madeline Ave.; and 4) SB Clyde Morris Blvd. Right Turn Lane at Madeline Ave. To improve traffic flow, reduce delays for turning vehicles and through vehicles, and improve intersection safety. The project will add roadway capacity at the intersections and reduce delays for vehicles turning right or through traffic.							
CD173	Yorktowne North Segment	200,000			1,125,000		1,325,000



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Project #	Description	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Total
	Transportation Impact Fees (312)	200,000			1,125,000		-1,325,000
	Total	-200,000			1,125,000		1,325,000
<p>The north Yorktowne Boulevard segment roadway project is required to complete the Yorktowne Boulevard extension between Hidden Lakes Drive and Willow Run Boulevard. The Yorktowne Boulevard extension consist of two segments, the north and central segment. The north Yorktowne Boulevard segment is +/- 3,000 ft from the B-19 tributary crossing to Willow Run Boulevard and is proposed to be located west of the homes along Chardonnay Lane on property currently owned by NLA Holdings, LLC. The current design plans for the north Yorktowne Blvd. segment were based on the Volusia County design standards for a 4-lane median divided collector roadway when the road was anticipated to be maintained by Volusia County. Since Yorktowne Blvd. is now a city collector roadway, the north Yorktowne Blvd. segment design plans need to be revised to meet the City's design standards for a 4-lane median divided collector roadway. The design portion of this project will include the redesign of the north Yorktowne Blvd. segment according to the city's design standards for a 4-lane median divided collector roadway, re-alignment of the north segment of Yorktowne Blvd. to increase the distance between the Williamson Boulevard/Willow Run Boulevard and Yorktowne Boulevard/Willow Run Boulevard intersections, and to combine the existing approved central Yorktowne Blvd. segment and the redesigned north segment of the Yorktowne Blvd. into a complete set of construction drawings for the Yorktowne Blvd. extension from Hidden Lake Drive to Willow Run Boulevard. The central segment has been permitted and the funds for construction already dedicated.</p>							
	Coraci Blvd Extension				257,000	2,150,000	-2,407,000
	Developer Constructed				-257,000	2,150,000	-2,407,000
	Total				-257,000	2,150,000	-2,407,000
<p>This project involves construction of a 1/2 mile 2-lane divided roadway extending Coraci Blvd. 2600' from the south limits of Coquina Cove III to Carmody Lake Drive within the existing undeveloped right-of-way. Drainage improvements are projected to be constructed in the right-of-way. This will serve as an alternate route and reliever route for traffic generated by the Forest Lakes subdivision and to a lesser extent to Coquina Cove and reduce impacts on Taylor Road. This roadway is indicated as a future collector road in the Comprehensive Plan.</p>							
	Williamson Blvd North of Pavilion				220,000	260,935	-480,935
	Developer Constructed				220,000	260,935	-480,935
	Total				-220,000	-260,935	-480,935
<p>This project involves adding 2 lanes to the existing 2 lane Williamson Blvd. roadway from the north boundary of the Pavilion project north to Townwest Blvd., a 0.53 mile section. Project cost estimates are based on construction of an additional 2 travel lanes within the existing right of way with minimal impact to the existing roadway. The new construction will require stormwater treatment and it will be necessary to acquire an estimated 1 acre of off-site property for this purpose.</p>							
TOTAL - TRANSPORTATION		1,163,163		4,573,711	-4,440,146	-2,410,935	12,587,955
STORMWATER							
SW251	Virginia/Monroe Stormwater Pump Station Generator	1,250,000				-	1,250,000
	Stormwater Utility Capital Project Fund 413	1,250,000				-	-1,250,000
	Total	-1,250,000				-	1,250,000
<p>Design and construct fixed mounted back up generators for the storm water pump stations located at Monroe St. behind Fire Station 71 and at the intersection of Monroe Pl and B St. These back up generators will provide critical back up power ensuring these stormwater pump stations continue to operate throughout storm events and power outages.</p>							
SW181	Drainage Pipe R&R	500,000	-500,000	500,000	500,000	500,000	2,500,000
	Stormwater Utility Capital Project Fund 413	500,000	-500,000	500,000	500,000	500,000	2,500,000
	Total	-500,000	500,000	500,000	500,000	-500,000	-2,500,000
<p>R&R Funding to replace / repair deteriorated and/or undersized corrugated metal pipes with properly sized reinforced concrete pipe liners to improve storm water conveyance to reduce potential for flooding.</p>							
SW211	Southwinds Stormwater Pump Station Outfall	-100,000	1,000,000				1,100,000
	Stormwater Utility Capital Project Fund 413	100,000	1,000,000				-1,100,000



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Project #	Description	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Total
	Total	100,000	-1,000,000				-1,100,000
<p>This project involves modification to the existing stormwater ponds of the Southwinds neighborhood stormwater system. Currently, the subdivision does not have a positive stormwater outfall discharge which causes sewer roadway flooding. It also caused flooding to houses during Hurricane Ian. An engineered plan will be required to design and permit an outfall for the pond. The project will include retrofitting the existing reclaimed augmentation pump station into a stormwater pump station. Construction and permitting of a stormwater force main that will discharge to a city ditch at the south-east corner of the Atlantic High School property.</p>							
SW241	Cambridge Canal Pump Station Upgrades	4,000,000					4,000,000
	Stormwater Utility Capital Project Fund 413	4,000,000					-4,000,000
	Total	4,000,000					-4,000,000
<p>Hurricanes Ian and Nicole exposed vulnerabilities and limitations of the Cambridge Pump Station. Original constructed in 2006 in response to the flooding from the 2004 hurricane season, in which over 200 homes were damaged by flooding. The existing pump station discharges to a concrete trough which overflows to Rose Bay via a weir structure. during extreme high tide events the elevation of the water in Rose Bay is higher than the discharge weir, not allowing the pump station to operate. The proposed improvements will include construction of a new discharge structure, discharge piping, and raising the berm of the ponds to allow for pumping during the extreme high tide events.</p>							
-TOTAL--DRAINAGE		-5,850,000	-1,500,000	500,000	500,000	500,000	8,850,000
PARKS AND RECREATION							
PK257	Willow Run Expansion	850,000					-850,000
	Park Bond (324)	850,000					-850,000
	Total	-850,000					850,000
<p>Construction of two lighted multipurpose fields, restroom/support building and a new parking facility. To provide additional fields for recreational activities for the public.</p>							
-TOTAL -- PARKS AND RECREATION		-850,000					-850,000
-TOTAL -- CAPITAL IMPROVEMENTS		12,063,163	-3,000,000	-5,073,711	-4,940,146	-2,910,935	27,987,955

Project #	Description	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	Total
WATER							
PU240	Water Reclamation Filter Upgrades	15,150,000	-	-	-	-	15,150,000
	Grant	15,150,000	-	-	-	-	15,150,000
	Total	15,150,000	-	-	-	-	15,150,000
<p>The Water Reclamation Facility (WRF) was originally built in 1960's. Major expansions to the plant occurred in 1980 and 1988. This project will include replacement generators, electrical upgrades, flood proofing of electrical systems, and a complete rehabilitation and resiliency upgrades to the filters.</p>							
PU184	River Crossing Force Main & Water Main Construction	4,500,000	-	-	-	-	4,500,000
	Debt	4,500,000	-	-	-	-	4,500,000
	Total	4,500,000	-	-	-	-	4,500,000
TOTAL - WATER		\$ 19,650,000	\$ -	\$ -	\$ -	\$ -	\$ 19,650,000



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SANITARY SEWER							
PU252	Wastewater Effluent Discharge Improvement	400,000	-	-	-	-	400,000
Water & Sewer R&R (403)		400,000	-	-	-	-	400,000
Total		400,000	-	-	-	-	400,000
Replace the river discharge 36" valve and associated piping at that Water Reclamation Facility.							
PU256	Water Plant Transfer Pump Station Rehab	1,500,000	-	-	-	-	1,500,000
Water & Sewer R&R (403)		1,500,000	-	-	-	-	1,500,000
Total		1,500,000	-	-	-	-	1,500,000
The Garnsey Water Treatment Plant (WTP) has three (3) transfer pump station buildings. These transfer pump stations existing equipment is past its useful life and requires replacement with new technology that will meet the water plant needs. Improvements that will include replacement of each pump, electrical upgrades, piping, valves, and fittings within the pump station buildings.							
PU242	Ponce Inlet Master Lift Station	1,500,000	-	-	-	-	1,500,000
Water & Sewer R&R (403)		1,500,000	-	-	-	-	1,500,000
Total		1,500,000	-	-	-	-	1,500,000
The sewer system in Ponce Inlet is owned and operated by the City of Port Orange. This wastewater transmission system improvement project involves the design, permitting, and construction of complete mechanical, electrical, and odor control upgrades to the Ponce Inlet Master Lift Station No 195. The Ponce Inlet Master is a regional lift station that ultimately provides services to approximately 1,700 residences in Ponce Inlet and Wilber-by-the-Sea. This station was originally constructed in 1991, and the last upgrade was 2006.							
PU005	Sewer System Rehabilitation	650,000	650,000	650,000	650,000	650,000	3,250,000
Water & Sewer R&R (403)		650,000	650,000	650,000	650,000	650,000	3,250,000
Total		650,000	650,000	650,000	650,000	650,000	3,250,000
There are 110 lift stations in the collections system and more stations added as new development is constructed. This is an on-going rehabilitation project for the sewer collection system for each lift station. The scope of work will depend upon condition, age, and capacity of the pipeline. The planned scope of work at each station will vary and will include system inspection, cleaning pipes, manholes, and wet wells or replacement, sewer pipe repair, lining, replacement, and sewer clean out repair/replacement. The cost of each area rehabilitation will range from \$50,000 to \$250,000 size, age, condition assessment, and repairs needed to maintain the system. Anticipate work on 5 areas per year.							
PU249	South Peninsula Force Main Upgrade	500,000	-	-	-	-	500,000
Water & Sewer R&R (403)		500,000	-	-	-	-	500,000
Total		500,000	-	-	-	-	500,000
The sewer system in Ponce Inlet is owned and operated by the City of Port Orange. This wastewater transmission system improvement project involves replacing approx. 2,100 lf of existing Ductile Iron Pipe (DIP) force main with new HPDE/PVC force main pipe along S. Peninsula Drive from Beach Street to Ponce Inlet Master Lift Station.							
PU261	Town Park Lift Station Rehab	150,000	1,000,000	-	-	-	1,150,000
Water & Sewer R&R (403)		150,000	-	-	-	-	150,000
Debt		-	1,000,000	-	-	-	1,000,000
Total		150,000	1,000,000	-	-	-	1,150,000



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<u>Design and construct improvements to the Town Park Lift Station LS 85 and force main upgrades. Upgrades to the lift station include converting to a submersible station with full mechanical and electrical upgrades.</u>							
TOTAL - SANITARY SEWER		\$ 4,700,000	\$ 1,650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 8,300,000
TRANSPORTATION							
CD251	Madeline Ave Turn Lanes at Nova Rd	-	-	60,000	-	940,081	1,000,081
Capital Projects Fund (301)		-	-	60,000	-	94,008	154,008
TPO Funds		-	-	-	-	846,073	846,073
Total		-	-	60,000	-	940,081	1,000,081
<u>This project consists of two turn lane projects that have been bundled to comply with the Flagler-Volusia TPO design cost requirement. The first project consists of extension of the existing turn lanes for left turn lane traffic in the eastbound and westbound directions of Madeline Avenue at the intersection with Nova Road and the construction of turn lanes for right turn traffic in the eastbound and westbound directions of Madeline Avenue at the intersection with Nova Road. This project would also include accessible pedestrian signals and detector upgrades, ADA compliant sidewalks and crosswalk approaches, and upgrades to street lighting as needed. The second project includes a right turn lane eastbound on Dunlawton Avenue (SR 421) at S. Swallow Tail Drive. In addition to the construction of the turn lane, there would be drainage improvements, modification to the existing sidewalk on Dunlawton Avenue and S. Swallow Tail Drive, possible relocation of existing gas line and utility lines, streetlighting, and ADA pedestrian improvements at the intersection and approaches.</u>							
CD252	Willow Run Boulevard Widening	-	200,000	-	-	977,500	1,177,500
Capital Projects Fund (301)		-	200,000	-	-	97,750	279,750
TPO Funds		-	-	-	-	879,750	879,750
Total		-	200,000	-	-	977,500	1,177,500
<u>Improvements to Willow Run Boulevard will be needed as part of the proposed Yorktowne Boulevard improvements. A 1/4-mile segment of Willow Run east of Williamson Boulevard to the proposed intersection of the Yorktowne Boulevard extension will need to be improved to accommodate future traffic flows diverted from Williamson Boulevard and future traffic on the new Yorktowne north extension. Stormwater retention should be able to be provided in the existing 200-foot-wide Willow Run Boulevard right-of-way so additional right-of-way acquisition is not anticipated. This project also includes improvements at the Willow Run/Yorktowne intersection which may include a signalized intersection, traffic circle, or other feasible options.</u>							
CD215	Dunlawton and Yorktowne Turn Lane Bundle	-	3,952,767	-	-	-	3,952,767
Capital Projects Fund (301)		-	859,505	-	-	-	859,505
TPO Funds		-	3,093,262	-	-	-	3,093,262
Total		-	3,952,767	-	-	-	3,952,767
<u>This project consists of seven turn lane projects along the Dunlawton Avenue corridor and are to improve traffic flow, reduce delays for turning vehicles and through vehicles, and improve intersection safety. The project will add roadway capacity at the intersections and reduce delays for vehicles turning right or through traffic. The turn lanes are at the following locations:</u>							
<ol style="list-style-type: none"> 1) <u>Westbound Dunlawton Ave. right turn lane at Nova Road;</u> 2) <u>Extension of existing left turn lane westbound Dunlawton Ave. at Clyde Morris Boulevard;</u> 3) <u>Extension of existing left turn lane eastbound Dunlawton Ave. at Nova Road;</u> 4) <u>Southbound Yorktowne Boulevard right turn lane at Dunlawton Avenue;</u> 5) <u>Modification to the left-turn lane on northbound Yorktowne Boulevard at the intersection with Dunlawton Avenue;</u> 6) <u>Eastbound Dunlawton Ave. right turn lane at Clyde Morris Blvd.;</u> 7) <u>Westbound Dunlawton Ave. right turn lane at City Center Pkwy.</u> 							



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CD205	Clyde Morris Turn Lane Bundle	-	-	-	885,594	-	885,594
Capital Projects Fund (301)		-	-	-	88,559	-	88,559
TPO Funds		-	-	-	797,035	-	797,035
Total		-	-	-	885,594	-	885,594
<p>This project consists of adding four (4) right turn lanes along the Clyde Morris Boulevard corridor to improve traffic flow, reduce delays for turning vehicles and through vehicles, and improve intersection safety. The project will add roadway capacity at the intersections and reduce delays for vehicles turning right or through traffic. The right turn lanes are at the following locations:</p> <ol style="list-style-type: none"> 1) SB Clyde Morris Blvd. Right Turn Lane at Willow Run Blvd.; 2) NB Clyde Morris Blvd. Right Turn Lane at Reed Canal Rd.; 3) NB Clyde Morris Blvd. Right Turn Lane at Madeline Ave.; 4) SB Clyde Morris Blvd. Right Turn Lane at Madeline Ave. 							
CD173	Yorktowne North Segment	-	437,727	-	-	1,125,000	1,562,727
Capital Projects Fund (301)		-	437,727	-	-	150,250	587,977
Unfunded		-	-	-	-	974,750	974,750
Total		-	437,727	-	-	1,125,000	1,562,727
<p>The north Yorktowne Boulevard segment roadway project is required to complete the Yorktowne Boulevard extension between Hidden Lakes Drive and Willow Run Boulevard. The Yorktowne Boulevard extension consist of two segments, the north and central segment. The north Yorktowne Boulevard segment is +/- 3,000 ft from the B-19 tributary crossing to Willow Run Boulevard and is proposed to be located west of the homes along Chardonnay Lane on property currently owned by NLA Holdings, LLC. The current design plans for the north Yorktowne Blvd. segment were based on the Volusia County design standards for a 4-lane median divided collector roadway when the road was anticipated to be maintained by Volusia County. Since Yorktowne Blvd. is now a city collector roadway, the north Yorktowne Blvd. segment design plans need to be revised to meet the City's design standards for a 2-lane median divided collector roadway. The design portion of this project will include the redesign of the north Yorktowne Blvd. segment according to the city's design standards for a 2-lane median divided collector roadway, re-alignment of the north segment of Yorktowne Blvd. to increase the distance between the Williamson Boulevard/Willow Run Boulevard and Yorktowne Boulevard/Willow Run Boulevard intersections, and to combine the existing approved central Yorktowne Blvd. segment and the redesigned north segment of the Yorktowne Blvd. into a complete set of construction drawings for the Yorktowne Blvd. extension from Hidden Lake Drive to Willow Run Boulevard. The central segment funds for construction are already dedicated.</p>							
TOTAL - TRANSPORTATION		\$ -	\$ 4,590,494	\$ 60,000	\$ 885,594	\$ 3,042,581	\$ 8,578,669
STORMWATER							
SW25E	Sugar Forest Stormwater & Force Main	2,930,000	2,500,000	2,500,000	9,000,000	570,000	17,500,000
Grant		2,461,200	2,100,000	2,100,000	7,560,000	478,800	14,700,000
Stormwater Utility Capital Projects (413)		468,800	160,000	160,000	576,000	35,200	1,400,000
Debt		-	240,000	240,000	864,000	56,000	1,400,000
Total		2,930,000	2,500,000	2,500,000	9,000,000	570,000	17,500,000
<p>Project will require the design of the stormwater collection system, on-site stormwater collection pond, design of a new submersible stormwater pump station, design of new electrical and controls, design of approximately 8,000 linear feet of stormwater force main between the pump station location and the Halifax River, and other associates site improvements.</p>							
SW181	Drainage Pipe R&R	725,000	800,000	850,000	900,000	950,000	4,225,000
Stormwater Utility Capital Projects (413)		725,000	800,000	850,000	900,000	950,000	4,225,000
Total		725,000	800,000	850,000	900,000	950,000	4,225,000



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<u>Stormwater pipelining allows failing pipes to be lines, instead of being removed and replaced. This adds longevity to the infrastructure at a fraction of the cost.</u>							
SW211	Southwinds Stormwater Pump Station & Outfall	-	-	-	-	300,000	300,000
Stormwater Utility Capital Projects (413)		-	-	-	-	300,000	300,000
Total		-	-	-	-	300,000	300,000
<u>This project involves modification to the existing stormwater ponds of the Southwinds neighborhood stormwater system. Currently, the subdivision does not have a positive stormwater outfall discharge which causes sever roadway flooding. It also caused flooding to houses during Hurricane Ian. An engineered plan will be required to design and permit an outfall for the pond. The project will include retrofitting the existing reclaimed augmentation pump station into a stormwater pump station. Construction and permitting of a stormwater force main that will discharge to a city ditch at the southeast corner of the Atlantic High School property.</u>							
SW241	Cambridge Canal Pump Station Upgrades	3,000,000	1,050,000	1,050,000	1,050,000	1,050,000	7,200,000
Grant		2,250,000	787,500	787,500	787,500	787,500	5,400,000
Stormwater Utility Capital Projects (413)		750,000	37,800	37,800	37,800	36,600	900,000
Debt		-	224,700	224,700	224,700	225,900	900,000
Total		3,000,000	1,050,000	1,050,000	1,050,000	1,050,000	7,200,000
<u>The last few years of hurricanes have exposed vulnerabilities and limitations of the Cambridge Pump Station. Originally constructed in 2006 in response to the flooding from the 2004 hurricane season, in which over 200 homes were damaged by flooding. The existing pump station discharges to a concrete trough which overflows to Rose Bay via a weir structure. during extreme high tide events the elevation of the water in Rose Bay is higher than the discharge weir, not allowing the pump station to operate. The proposed improvements will include construction of a new discharge structure, discharge piping, and raising the berm of the ponds to allow for pumping during the extreme high tide events.</u>							
SW261	Sweetwater Blvd Outfall to B19	750,000	-	-	-	-	750,000
Stormwater Utility Capital Projects (413)		750,000	-	-	-	-	750,000
Total		750,000	-	-	-	-	750,000
SW263	Devon St Stormwater Pond Modification	260,000	-	-	-	-	260,000
Stormwater Utility Capital Projects (413)		260,000	-	-	-	-	260,000
Total		260,000	-	-	-	-	260,000
SW264	Sleepy Hollow Drainage Improvements	-	8,000,000	4,610,000	4,610,000	4,610,000	21,830,000
Grant		-	8,000,000	4,610,000	4,610,000	4,610,000	21,830,000
Total		-	8,000,000	4,610,000	4,610,000	4,610,000	21,830,000
<u>This project includes purchasing a vacant piece of property east of the existing Sleepy Hollow stormwater pond for the construction of a new stormwater pond and infrastructure needed in the area for conveyance to the pond. This project will also include the construction of a stormwater pump station with a discharge to Rose Bay.</u>							
SW243	Portona Area Drainage Improvements	-	1,000,000	250,000	3,500,000	180,000	4,930,000
Grant		-	1,000,000	250,000	3,500,000	180,000	4,930,000
Total		-	1,000,000	250,000	3,500,000	180,000	4,930,000
<u>This project includes purchasing a vacant piece of property in the Portona section of the City for the construction of a stormwater pond and additional drainage infrastructure needed in the area for conveyance to the pond.</u>							



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TBD	Powers Ave Property Acquisition & Stormwater Pond	-	-	-	-	2,370,000	2,370,000
Grant		-	-	-	-	1,777,500	1,777,500
Stormwater Utility Capital Projects (413)		-	-	-	-	296,250	296,250
Debt		-	-	-	-	296,250	296,250
	Total	-	-	-	-	2,370,000	2,370,000
TBD	Veteran's Park Drainage Improvement	-	-	50,000	100,000	-	150,000
Stormwater Utility Capital Projects (413)		-	-	50,000	100,000	-	150,000
	Total	-	-	50,000	100,000	-	150,000
TOTAL - STORMWATER		\$ 7,665,000	\$13,350,000	\$ 9,310,000	\$ 9,160,000	\$ 10,030,000	\$ 59,515,000
PARKS AND RECREATION							
PB257	Willow Run Park Expansion	650,000	-	-	-	-	650,000
Parks Bond Capital Projects (321)		650,000	-	-	-	-	650,000
	Total	650,000	-	-	-	-	650,000
Construction of two lighted multipurpose fields, restroom/support building and a new parking facility. To provide additional fields for recreational activities for the public.							
PB253	Coraci Park Expansion	600,000	2,850,000	2,850,000	2,850,000	2,850,000	12,000,000
Parks Bond Capital Projects (321)		600,000	2,850,000	2,850,000	2,850,000	2,850,000	12,000,000
	Total	600,000	2,850,000	2,850,000	2,850,000	2,850,000	12,000,000
PB255	REC Westside Community Center	400,000	2,650,000	2,650,000	2,650,000	2,650,000	11,000,000
Parks Bond Capital Projects (321)		400,000	2,650,000	2,650,000	2,650,000	2,650,000	11,000,000
	Total	400,000	2,650,000	2,650,000	2,650,000	2,650,000	11,000,000
PB250	City Center Sports Complex Expansion	1,300,000	-	-	-	-	1,300,000
Parks Bond Capital Projects (321)		1,300,000	-	-	-	-	1,300,000
	Total	1,300,000	-	-	-	-	1,300,000
TOTAL - PARKS AND RECREATION		\$ 2,950,000	\$ 5,500,000	\$ 5,500,000	\$ 5,500,000	\$ 5,500,000	\$ 24,950,000
TOTAL - CAPITAL IMPROVEMENTS		\$ 34,965,000	\$ 25,090,494	\$ 15,520,000	\$ 26,195,594	\$ 19,222,581	\$ 120,993,669

Note: All project reviewed and found to be consistent with the Comprehensive Plan.

Source: City of Port Orange, Department of Finance, Department of Community Development, ~~November 2024~~ October 2025



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TABLE 2
TRANSPORTATION PROPORTIONATE FAIR-SHARE AGREEMENTS BY PROJECT

Developer	Development	Agreement Approval	Date of Contribution	Total
Project 1: Dunlawton / Taylor at I-95				
Intervest Construction, Inc	Waters Edge Phase 9A and 11	08/17/04	01/26/06	50,000
Centerline Homes (Prev. Olson Assoc 4/25/06)	Port Orange Landings Phase I	03/29/05	03/29/05	32,878
Tomoka Farms Dev, LLC (DR Horton)	Coquina Cove Phase I	04/19/05	04/19/05	104,242
Airport Pharmacy LLC (Charles Wayne)	Walgreens at Taylor Road	08/16/05	02/23/07	13,763
Villages of Royal Palm (Winston-James)	Royal Palm PUD, Phase III	11/15/05	11/15/05	54,797
D.R. Horton	Port Orange Plantation Phase II	11/15/05	11/15/05	32,878
Holiday Builders	Port Orange Landings, Phase II	03/21/06	09/27/07	41,034
Viscomi and Associates (Paytas Homes)	Pinnacle PUD, Phase II	06/27/06	09/22/06	106,791
D.R. Horton	Port Orange Plantation Phases III, IV, V	07/25/06	12/06/06	49,445
D.R. Horton	Villas of P.O. Plantation Phases I, II	09/26/06	12/06/06	62,953
Intervest Construction, Inc	Waters Edge Phase 9B	06/05/07	07/05/07	27,526
Quest Design Group	Crystal Lake Business Park	08/07/07	09/19/07	16,567
Floridian Bank	Floridian Bank	08/28/07	08/28/07	10,959
All Aboard Storage	Nova Depot	09/18/07	09/18/07	10,959
Shoppes at Southwinds LLC	Shoppes at Southwinds	10/08/07	10/08/07	8,156
Port Orange Properties, LC	Port Orange Properties	11/13/07	11/16/07	38,486
Halifax Veterinary Clinic	Halifax Veterinary Clinic	12/18/07	01/04/08	2,804
Continental 217 Fund, LLC	Westport Square - Kohls	01/15/08	01/15/08	175,351
Atlantic Coast, LLC	Atlantic Coast Office Building	04/16/08	04/16/08	2,804
Cruz Investment Group	Nova Bella Piazza	04/22/08	04/23/08	10,959
City of Port Orange	Port Orange Business Park	05/06/08	08/05/09	235,756
Port Orange Apartment Assoc.	Reserve at Crystal Lake	05/27/08	02/24/09	2,804
K E M Associates, LLC	Countryside Commercial	08/19/08	09/17/08	2,804
Sun Glow Construction Inc.	Summer Trees Plaza - Site "B"	01/27/09	05/02/09	2,804
Sun Glow Construction Inc.	National City Bank	01/27/09	01/27/09	8,156
Four Lanes, LLC	CVS Pharmacy #4112 (Altamira CVS)	04/15/10	04/15/10	8,156
US Foodservice, Inc.	US Foodservice Facility Expansion	06/22/10	06/22/10	13,763
The Pavillion at Port Orange, LLC	Pavillion at Port Orange	08/19/09	09/30/09	500,000
Four Lanes, LLC	Altamira Shopping Center	01/24/12	Deferred	312,472
Dunlawton Yorktowne, LLC	Dunlawton-Yorktowne Shopping Center	01/24/12	Deferred	134,317
Ferber Construction Mgmt, LLC	Gateway Center Lot 6A – Multi-Tenant Retail	02/28/12	02/28/12	43,838
Total - Approved Contribution Amounts for Project 1				\$2,118,222
Project 2: Dunlawton / Clyde Morris				
D.R. Horton	Port Orange Plantation Phase II	11/15/05	11/15/05	19,788
Villages of Royal Palm (Winston-James)	Royal Palm PUD, Phase III	11/15/05	11/15/05	29,681
Holiday Builders	Port Orange Landings, Phase II	03/21/06	09/27/07	74,204
Viscomi and Associates (Paytas Homes)	Pinnacle PUD, Phase II	06/27/06	09/22/06	39,575
D.R. Horton	Port Orange Plantation Phases III, IV, V	07/25/06	12/06/06	34,628



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Developer	Development	Agreement Approval	Date of Contribution	Total
Linen Group	Nova Oaks	09/26/06	09/26/06	9,894
D.R. Horton	Villas of P.O. Plantation Phases I, II	09/26/06	12/06/06	34,628
Interwest Construction, Inc	Waters Edge Phase 9B	06/05/07	07/05/07	14,841
Quest Design Group	Crystal Lake Business Park	08/07/07	09/19/07	9,894
Floridian Bank	Floridian Bank	08/28/07	08/28/07	54,416
All Aboard Storage	Nova Depot	09/18/07	09/18/07	9,894
Shoppes at Southwinds LLC	Shoppes at Southwinds	10/08/07	10/08/07	9,894
Port Orange Properties, LC	Port Orange Properties	11/13/07	11/16/07	29,681
Halifax Veterinary Clinic	Halifax Veterinary Clinic	12/18/07	01/04/08	4,947
CBL	Pavillion at Port Orange	12/18/07	01/08/08	317,447
Continental 217 Fund, LLC	Westport Square - Kohls	01/15/08	1/15/2008	34,628
Atlantic Coast, LLC	Atlantic Coast Office Building	04/16/08	04/16/08	9,894
Cruz Investment Group	Nova Bella Piazza	04/22/08	04/23/08	9,894
City of Port Orange	Port Orange Business Park	05/06/08	08/05/09	29,681
Port Orange Apartment Assoc.	Reserve at Crystal Lake	05/27/08	02/24/09	14,841
The Animal, LLC	Ravenwood Veterinary Clinic	08/18/08	09/05/08	4,947
K E M Associates, LLC	Countryside Commercial	08/19/08	09/17/08	4,947
ABC Liquors, Inc.	ABC Liquor Store and Bank	05/19/09	05/27/09	9,894
LaCour & Company (Southwind Villas)	Dollar General Store	01/19/10	01/19/10	4,947
Four Lanes, LLC	CVS Pharmacy #4112 (Altamira CVS)	04/15/10	04/15/10	29,681
Houligan's Port Orange, LLC	Houligan's Restaurant & Office Bldg.	06/03/10	06/03/10	4,947
Four Lanes, LLC	Altamira Shopping Center	01/24/12	04/15/12	59,363
Dunlawton Yorktowne, LLC	Dunlawton-Yorktowne Shopping Center	01/24/12	06/21/12	24,735
Total - Approved Contribution Amounts for Project 2				\$935,811
Project 3: Town West / Williamson Signalization				
D.R. Horton	Port Orange Plantation Phase II	11/15/05	11/15/05	82,994
D. R. Horton Refund	Port Orange Plantation Phase II	11/15/05	12/21/17	(9,969)
Villages of Royal Palm (Winston-James)	Royal Palm PUD, Phase III	11/15/05	11/15/05	66,736
Villages of Royal Palm (Winston-James) Refund	Royal Palm PUD, Phase III	11/15/05	09/27/17	(8,015)
D.R. Horton	Port Orange Plantation Phases III, IV, V	07/25/06	12/06/06	80,770
D. R. Horton Refund	Port Orange Plantation Phases III, IV, V	07/25/06	10/23/17	(9,702)
D.R. Horton	Villas of P.O. Plantation Phases I, II	09/26/06	12/06/06	76,064
D. R. Horton Refund	Villas of P.O. Plantation Phases I, II	09/26/06	10/23/17	(9,137)
Port Orange Properties, LLC	Port Orange Properties	11/13/07	11/16/07	5,813
Port Orange Properties, LLC (additional payment)	Port Orange Properties	11/13/07	09/30/16	8,792
Port Orange Properties, LLC (City Council Approved Write Off of Additional Payment)	Port Orange Properties	11/13/07	09/28/18	(8,792)
CBL	Pavillion at Port Orange	12/18/07	01/08/08	162,657
Continental 217 Fund, LLC	Westport Square - Kohls	01/15/08	01/15/08	24,957
Continental 217 Fund, LLC – (Refund Issued)	Westport Square - Kohls	01/15/08	12/20/12	(17,467)
Continental 217 Fund, LLC (additional payment)	Westport Square - Kohls	01/15/08	09/30/16	11,331
Continental 217 Fund, LLC (City Council Approved Write Off of Additional Payment)	Westport Square - Kohls	01/15/08	09/28/18	(11,331)



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Developer	Development	Agreement Approval	Date of Contribution	Total
Total - Approved Contribution Amounts for Project 3				\$445,701
Project 4: Summertrees Road Extension				
Villages of Royal Palm (Winston-James)	Royal Palm PUD, Phase III	11/15/05	11/15/05	65,896
Holiday Builders	Port Orange Landings, Phase II	03/21/06	09/27/07	18,287
Viscomi and Associates (Paytas Homes)	Pinnacle PUD, Phase II	06/27/06	09/22/06	84,183
D.R. Horton	Port Orange Plantation Phases III, IV, V	07/25/06	12/06/06	47,609
D.R. Horton	Villas of P.O. Plantation Phases I, II	09/26/06	12/06/06	40,358
Intervest Construction, Inc	Waters Edge Phase 9B	06/05/07	07/05/07	22,071
All Aboard Storage	Nova Depot	09/18/07	09/18/07	7,252
Shoppes at Southwinds LLC	Shoppes at Southwinds	10/08/07	10/08/07	7,252
Port Orange Properties, LC	Port Orange Properties	11/13/07	11/16/07	47,609
Halifax Veterinary Clinic	Halifax Veterinary Clinic	12/18/07	01/04/08	3,784
CBL	Pavillion at Port Orange	12/18/07	01/08/08	889,220
Continental 217 Fund, LLC	Westport Square - Kohls	01/15/08	01/15/08	172,466
Atlantic Coast, LLC	Atlantic Coast Office Building	04/16/08	04/16/08	3,784
City of Port Orange	Port Orange Business Park	05/06/08	08/05/09	168,682
Port Orange Apartment Assoc.	Reserve at Crystal Lake	05/27/08	02/24/09	7,252
K E M Associates, LLC	Countryside Commercial	08/19/08	09/17/08	7,252
Sun Glow Construction Inc.	Summer Trees Plaza - Site "B"	01/27/09	05/02/09	11,035
Sun Glow Construction Inc.	National City Bank	01/27/09	01/27/09	36,574
Four Lanes, LLC	CVS Pharmacy #4112 (Altamira CVS)	04/15/10	04/15/10	11,035
US Foodservice, Inc.	US Foodservice Facility Expansion	06/22/10	06/22/10	29,322
Four Lanes, LLC	Altamira Shopping Center	01/24/12	04/15/12	102,786
Dunlawton Yorktowne, LLC	Dunlawton-Yorktowne Shopping Center	01/24/12	06/21/12	44,142
Ferber Construction Mgmt, LLC	Gateway Center Lot 6A – Multi-Tenant Retail	02/28/12	02/28/12	11,036
Intervest Construction, Inc	Water's Edge Phase XII	06/05/07	08/30/13	91,751
LIV Development	Whitepalm Apartments	02/26/13	03/18/13	47,610
Edge Cove LLC	Westport Reserve Subdivision PH 2	08/16/16	08/19/16	3,784
Edge Cove LLC	Sanctuary at Westport PH 2A	06/21/16	06/23/16	14,665
Westport Reserve LLC	Westport Reserve Subdivision-PH 3	12/12/17	12/18/17	14,819
Westport Reserve LLC	Westport Reserve Subdivision-PH 4	12/12/17	12/18/17	7,252
2017 Yorktown Port Orange LLC	Port Orange Gateway Center Lot 3A	03/20/18	03/26/18	11,036
Acorn Ministorage of Brevard	Acorn Mini-Storage	05/01/18	09/17/18	18,288
Z Development Services	Arby's Site Plan	08/21/18	08/28/18	3,784
Autozone Stores LLC	AutoZone	12/18/18	12/28/18	51,393
Continental 425 Fund LLC	Springs Apartments	12/04/18	03/13/19	106,254
Memorial Health Systems Inc	Advent Health Medical Center	5/5/2020	8/12/20	164,979
Central Parc at Oakwater	Central Parc at Oakwater	11/05/19	12/09/19	87,989
NX Port Orange Owner LLC	Palms at Ashton Lakes ALF & Commercial Development	02/14/20	02/14/20	43,994
Noon Development of Florida LLC	Halifax Health Port Orange (Springs Lot 3)	12/15/20	12/29/20	58,659
Memorial Health Systems Inc	Advent Health MOB	04/06/21	04/13/21	21,998



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Developer	Development	Agreement Approval	Date of Contribution	Total
N&T Enterprises, LLC	Paytas Office Building	08/27/20	12/28/20	3,666
Crane Lakes Depot, LLC	Crane Lakes Depot	12/15/21	12/22/21	65,896
Woodhaven, LLC	Woodhaven Phase II	10/25/21	10/29/21	130,704
HPI Self Storage Port Orange, LLC	Port Orange Neighborhood Storage	02/17/22	04/19/22	18,331
Town West Senior Living Partners, LTD	Town West Senior Living	5/11/22	6/29/22	21,997
Health Care 4, LLC	New Port Lot 4 -Conviva	06/07/22	06/08/22	3,666
Stor-It Self Storage Port Orange, LLC	Stor-It	06/07/22	06/08/22	14,665
Southern Hospitality Management & Development, INC	Woodspring Suites	03/01/22	04/22/22	7,251
Thrive Community Church	Thrive Community Church Phase II	11/05/22	11/21/22	3,666
Concept Development, Inc.	O2B Kids – New Port, Lot 5	10/04/22	04/04/23	7,332
Build Senior Living, LLC	Hampton Manor	02/07/23	04/21/23	36,662
Villa Nova 8.0, LLC	Villa Nova Townhomes	03/21/23	03/23/23	3,666
4SG Development, LLC	Del Taco	03/21/23	03/29/23	10,999
Total - Approved Contribution Amounts for Project 4				\$2,893,646
Project 5: Devon / Taylor Road Signalization				
Coventry Partners LLC	Kings Landing – PH 1	12/05/17	12/20/17	3,653
N&T Enterprises, LLC	Paytas Office Building	08/27/20	12/28/20	176
Southern Hospitality Management & Development, INC	Woodspring Suites	03/01/22	04/22/22	232
Total - Approved Contribution Amounts for Project 5				\$4,061
Project 6: Yorktowne Boulevard Extension				
Westport Reserve LLC	Westport Reserve Subdivision-PH 3	12/12/17	12/18/17	117,795
Westport Reserve LLC	Westport Reserve Subdivision-PH 4	12/12/17	12/18/17	77,363
2017 Yorktown Port Orange LLC	Port Orange Gateway Center Lot 3A	03/20/18	03/26/18	17,741
Acorn Ministorage of Brevard	Acorn Mini-Storage	05/01/18	09/17/18	16,968
Z Development Services	Arby's Site Plan	08/21/18	08/28/18	1,580
Edengate Development	Eden (formerly Lazul) at Crystal Lake	12/04/18	09/05/19	27,825
Autozone Stores LLC	AutoZone	12/18/18	12/28/18	33,704
POA Development LLC	New Port Apartments	11/05/19	11/13/19	240,354
Central Parc at Oakwater	Central Parc at Oakwater	11/05/19	12/09/19	30,916
NX Port Orange Owner LLC	Palms at Ashton Lakes ALF & Commercial Development	02/14/20	02/14/20	72,984
N&T Enterprises, LLC	Paytas Office Building	08/27/20	12/28/20	5,773
Health Care 4, LLC	New Port Lot 4 - Conviva	06/07/22	06/08/22	82,922
Villa Nova 8.0, LLC	Villa Nova Townhomes	03/21/23	03/23/23	25,447
New Port LLP	New Port Lot 3 – Sherwin Williams	05/16/23	05/15/23	10,879
Total - Approved Contribution Amounts for Project 6				\$762,251
Grand Total - All Projects				\$7,181,690

Notes: Initial funding for above transportation concurrency projects was appropriated during previous or current fiscal years. Total contributions received through fair share agreements through 9/30/2425. Total contributions include actual project costs for projects 1, 2, 3 and 4 which have been completed. Total contributions, on projects 5 and 6, include estimated project costs and contingency funding for potential cost overruns.

Source: City of Port Orange, Department of Finance, Department of Community Development, 20242025



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TABLE 3
SUMMARY OF CAPITAL IMPROVEMENTS

Facility Type	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Total
Water						
Sanitary Sewer						
Water & Sewer	4,200,000	4,500,000				5,700,000
Stormwater	5,850,000	—,500,000	—500,000	500,000	—500,000	8,850,000
Transportation	—1,163,163		4,573,711	—4,440,146	—2,410,935	12,587,955
Parks and Recreation	850,000					850,000
Total Capital Improvements	—12,063,163	—3,000,000	—5,073,711	—4,940,146	2,910,935	—27,987,955

Facility Type	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	Total
Water	19,650,000	—	—	—	—	19,650,000
Sanitary Sewer	4,700,000	1,650,000	650,000	650,000	650,000	8,300,000
Transportation	—	4,590,494	60,000	885,594	3,042,581	8,578,669
Stormwater	7,665,000	13,350,000	9,310,000	19,160,000	10,030,000	59,515,000
Parks and Recreation	2,950,000	5,500,000	5,500,000	5,500,000	5,500,000	24,950,000
Total Capital Improvements	\$ 34,965,000	\$ 25,090,494	\$ 15,520,000	\$26,195,594	\$19,222,581	\$ 120,993,669

TABLE 4
SUMMARY SCHEDULE OF COMMITTED AND PLANNED FUNDS

Fund	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Total
Capital Projects (301)	—352,630	—	—457,371	—2,017,620	—	—2,827,621
Transportation Impact Fee (312)	—273,530	—	—	—1,125,000	—	—1,398,530
General Capital Fund (317)	—	—	—	—	—	—
Water/Sewer R&R (403)	—4,200,000	—1,500,000	—	—	—	—5,700,000
Stormwater Utility (413)	—5,850,000	—1,500,000	—500,000	—500,000	—500,000	—8,850,000
Park Bond (321)	—850,000	—	—	—	—	—850,000
TPO Funds	—537,003	—	—4,116,340	—820,526	—	—5,473,869
Developer Fairshare Contr. (Planned)	—	—	—	—477,000	—2,410,935	—2,887,935
Total Committed and Planned Funds	12,063,163	3,000,000	5,073,711	4,940,146	2,910,935	27,987,955

Fund	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30	Total
Grant	9,861,200	11,887,500	7,747,500	16,457,500	7,833,800	63,787,500
Debt	4,500,000	1,464,700	464,700	1,088,700	578,150	8,096,250
Water & Sewer R&R (403)	4,700,000	650,000	650,000	650,000	650,000	7,300,000
Stormwater Utility Capital Projects (413)	2,953,800	997,800	1,097,800	1,613,800	1,618,050	8,281,250
Parks Bond Capital Projects (321)	2,950,000	5,500,000	5,500,000	5,500,000	5,500,000	24,950,000
Capital Projects Fund (301)	—	1,497,232	60,000	88,559	342,008	1,987,799
	—	3,093,262	—	797,035	1,725,823	5,616,120
	—	—	—	—	974,750	974,750
Total Committed and Planned Funds	\$34,965,000	\$ 25,090,494	\$ 15,520,000	\$26,195,594	\$19,222,581	\$ 120,993,669

Source (For Tables 3 and 4): City of Port Orange, Department of Finance, [November 2024](#)[October 2025](#)



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Table 5 identifies transportation improvements included in the first five years of the applicable Transportation Planning Organization’s (TPO) adopted Transportation Improvement Program (TIP), to the extent that such improvements are relied upon to ensure concurrency and financial feasibility.

TABLE 5
TPO TRANSPORTATION IMPROVEMENT PLAN*

Project Name	Work Summary	Agency	<u>2025/26</u>	<u>2026/27</u>	<u>2027/28</u>	<u>2028/</u>	<u>2029/30</u>	Total
			<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>	<u>2027/28</u>	<u>2028/29</u>	
Dunlawton Ave. Turn Lanes Various Locations	Intersection improvements at various intersections along Dunlawton Ave.	City of Port Orange	<u>\$322,299-</u>	<u>\$4,728,567</u>	<u>\$4,728,567-</u>	-	-	<u>\$5,050,866</u> <u>4,728,567</u>
<u>Clyde Morris Blvd.; Williw Run Blvd., Madeline Ave.; Reed Canal Rd.</u>	<u>Add right turn lanes</u>	<u>City of Port Orange</u>	<u>\$375,720</u>	-	<u>\$349,575</u>	-	-	<u>\$725,295</u>

Source: TPO TIP FY 2024/252025/26 – 2028/292029/30; City of Port Orange, Department of Community Development, 20242025

Table 6 identifiesThe city hereby adopts by reference the public school facilities improvements included in the first five years of the 2024/252025/26 – 2028/292029/30 Volusia County School District Work Program approved on September 9, 2025.

Table 6
VOLUSIA COUNTY SCHOOL DISTRICT FIVE-YEAR WORK PROGRAM



Port Orange Comprehensive Plan 2022-2045

	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Pathways Elm - Upgrade Parking Lot Lighting	-	-	258,000	-	-
Pine Ridge HS - Repair Wall Flashings Bldg. 8	319,200	-	-	-	-
Portables - Moves and Compliance	900,000	400,000	400,000	400,000	400,000
R.J. Longstreet Elm - Upgrade Parking Lot and Canopy Ligh	-	200,000	-	-	-
River Springs Mid - Replace Gutters and Downspouts	648,000	-	-	-	-
Seabreeze HS - New Marquee	-	216,000	-	-	-
Seabreeze HS - Upgrade Parking Lot Lighting	-	546,000	-	-	-
Silver Sands Mid - Renovate Media Center	-	456,000	-	-	-
Silver Sands Mid - Replace Stage Lighting and Sound Syster	900,000	-	-	-	-
Silver Sands Mid - Replace Gymnasium Bleachers	-	400,000	-	-	-
South Daytona Elm - Upgrade Kitchen Flooring, Lighting an	-	354,000	-	-	-
Spruce Creek HS - Auditorium Seating and Flooring	-	1,290,000	-	-	-
University HS - New Marquee	102,000	-	-	-	-
University HS - Press Box	507,360	-	-	-	-
University HS - Upgrade Fire Booster Pump and Controls	534,000	-	-	-	-
Various - Minor Projects	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000
Various Schools - BDA	945,938	945,938	-	-	-
Various Schools - Playgrounds	300,000	300,000	300,000	300,000	300,000
Various Schools - Leased Portables	100,000	100,000	100,000	100,000	100,000
Total Projects at Existing Schools and Facilities	22,819,917	26,021,847	8,786,665	4,828,665	4,828,665
Facilities Management					
Contingency	6,000,000	6,000,000	6,000,000	6,000,000	6,000,000
Facilities Management	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000
Total Facilities Management	7,300,000	7,300,000	7,300,000	7,300,000	7,300,000
System Wide Equipment and Vehicles					
Furni, Fix, Equip, Veh	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
White Fleet	910,000	910,000	910,000	910,000	910,000
Total System Wide Equipment and Vehicles	2,110,000	2,110,000	2,110,000	2,110,000	2,110,000
Buses					
Bus and Safety	2,590,000	2,590,000	2,590,000	2,590,000	2,590,000
Total Buses	2,590,000	2,590,000	2,590,000	2,590,000	2,590,000
Charter School Disbursements					
Charter School Capital Outlay LCIF Disbursements	1,034,127	1,313,192	1,938,308	2,753,078	3,010,532
Total Charter School Disbursements	1,034,127	1,313,192	1,938,308	2,753,078	3,010,532
Roll Forward					
Prior Year Carryover Encumbrances	50,658,975	-	-	-	-
Prior Year Carryover Appropriations	31,769,478	-	-	-	-
Total roll forward	82,428,453	-	-	-	-
Total uses	129,832,497	39,335,039	30,674,973	43,831,743	40,839,197
Excess (deficiency) of revenues over expenditures	(30,582,030)	54,753,281	66,635,427	58,657,409	65,887,091
Other financing uses					
Transfers - General Fund	(31,681,710)	(33,015,595)	(34,416,175)	(35,886,784)	(37,430,924)
Transfers - Debt Service Funds	(21,317,043)	(23,546,350)	(23,549,950)	(23,553,850)	(23,551,300)
Total other financing uses	(52,998,753)	(56,561,945)	(57,966,125)	(59,440,634)	(60,982,224)
Net change in fund balances	(83,580,783)	(1,808,664)	8,669,302	(783,225)	4,904,867
Fund balances					
Beginning Balance	91,404,931	7,824,148	6,015,483	14,684,785	13,901,559
Ending Balance	\$ 7,824,148	\$ 6,015,483	\$ 14,684,785	\$ 13,901,559	\$ 18,806,427

Source: Volusia County School District, Work Program adopted September 10, 2024



IMPLEMENTATION

5-Year Schedule of Improvements

The 5-Year Schedule of Improvements (Table 1) is the mechanism by which the City can effectively stage the timing, location, projected cost, and revenue sources for the capital improvements derived from the other Comprehensive Plan Elements. This table lists only those capital projects that will be funded by the City of Port Orange as part of its annual Capital Improvement Program. Based upon the Inventory, Analysis, and Goals, Objectives, and Policies of this Element, the 5-Year Schedule of Improvements has been developed to document the financial feasibility of the City of Port Orange's *Comprehensive Plan*.

Monitoring and Evaluation

The role of monitoring and evaluation is vital to the effectiveness of any Comprehensive Plan and particularly for the Capital Improvements Element. As part of the annual budgeting process, the City evaluates the status of all scheduled capital improvements and the overall status of public facilities in relation to current and projected demand. This evaluation ensures that revisions to the budget, work programs, the Capital Improvements Program and this Comprehensive Plan may be made as necessary to provide facilities in a timely and financially feasible manner, consistent with adopted level-of-service standards. This review is coordinated by the Capital Improvements Project Manager. In addition, the issuance of development orders and development permits is monitored continuously to ensure consistency with this Plan. The City's annual review includes the following considerations, which are also evaluated each year to determine their continued applicability:

- 1) Any corrections, updates, and modifications concerning costs; revenue sources; acceptance of facilities pursuant to dedications which are consistent with the element; or the date of construction of any facility listed in this Element,
- 2) The Capital Improvement Element's consistency with the other Elements and its support of the Future Land Use Element.
- 3) The City's ability to provide public facilities and services within the Urban Service Area in order to determine any need for boundary modification or adjustment.
- 4) The priority assignment of existing public facility deficiencies.
- 5) The City's progress in meeting those needs that are determined to be existing deficiencies.
- 6) The criteria used to evaluate capital improvement projects in order to ensure that projects are being ranked in their appropriate order of priority.
- 7) The City's effectiveness in maintaining the adopted LOS standards.
- 8) The City's effectiveness in reviewing the impacts of plans and programs of state agencies and water management districts that provide public facilities within the City's jurisdiction.
- 9) The effectiveness of impact fees, and mandatory dedications or fees in lieu of, for assessing new development a pro rata share of the improvement costs which they generate.
- 10) The impacts of special districts and any regional facility and service provision upon the City's ability to maintain its adopted LOS standards.
- 11) The ratio of outstanding indebtedness to the property tax base.
- 12) Efforts made to secure grant or private funds, whenever available to finance the provision of capital improvements.
- 13) The transfer of any unexpended account balances.
- 14) The criteria used to evaluate proposed plan amendments and requests for new development or redevelopment.
- 15) Capital improvements needed for the latter part of the planning period, for inclusion in the 5-Year Schedule of Improvements.



CONCURRENCY MANAGEMENT SYSTEM

Overview

The purpose of a Concurrency Management System is to provide the necessary regulatory mechanism for evaluating development orders to ensure that the level-of-service standards adopted as part of the *Comprehensive Plan* are maintained. The system consists of three primary components: 1) an inventory of existing public facilities for which concurrency is to be determined; 2) a concurrency assessment of each application for a final development order or permit; and 3) a schedule of improvements needed to correct any existing public facility deficiencies. Under this system, and according to the Florida State Legislature, no development orders may be issued which will cause a public facility to operate below its adopted level-of-service standard. However, development orders may be conditioned such that needed public facility improvements will be in place concurrent with the impacts of the proposed development.

In order to ensure that all public facilities included within this system are available concurrent with the impacts of development, concurrency will be determined during the final site plan or final subdivision plan approval process. All development orders and permits will specify any needed improvements and a schedule for their implementation. Thus, while some required improvements may not have to be completed until a certificate of occupancy is applied for, the requirements for the certificate of occupancy will have already been specified as a condition of approval of the original development order. If a development proposal cannot meet the test for concurrency, then it may not proceed under any circumstances and no development orders or permits may be issued. Likewise, if a development fails to meet a condition of approval once it has commenced, then no additional development orders, permits, or certificates of occupancy may be issued.

Applicability

Prior to the granting of a development order, all applications for a final site plan or final subdivision plan shall be reviewed for concurrency consistent with the provisions and requirements of this system. Development orders may be issued only upon a finding by the City that the public facilities addressed under the Concurrency Management System will be available concurrent with the impacts of the development.

All applicants for development permits shall be required to provide all information deemed necessary by the City so that the impacts of the proposed development may be accurately assessed.

The City's land development regulations specifically list the application requirements for development permits that reflect the informational needs for the determination of concurrency, and application forms have been developed accordingly.

Department of Community Development

The City's Department of Community Development is responsible for the four primary tasks which are described below. The Director of Community Development may delegate all or a part of these functions to the employees within this Department. The four tasks are: 1) maintaining an inventory of existing public facilities and capacities or deficiencies; 2) determining concurrency of proposed development which does not require City Council approval; 3) providing advisory concurrency assessments and recommending conditions of approval to the City Council for those applications for development orders which require City Council approval; and 4) reporting the status of all public



facilities covered under this system to the City's Capital Improvement Facilities Project Manager and recommending a schedule of improvements for those public facilities found to have existing deficiencies.

Capacity and Level-of-Service Inventory

The Department of Community Development collects, and makes available to the public, information on certain facilities as described below in Table 7. The information has been available since November 1, 1990, and is updated annually thereafter. The provisions and requirements of the Concurrency Management System apply only to those facilities listed in Table 7.



TABLE 7
PUBLIC FACILITIES CAPACITIES AND LEVEL-OF-SERVICE INVENTORY
FOR CONCURRENCY MANAGEMENT

The following inventories shall be maintained by the Department of Community Development to be used for the concurrency assessment of new development.

TRANSPORTATION

Design capacity of different roadway types and bikeways.

The existing level of service measurement.

Analysis of specific facilities.

The service degradation on those facilities classified as backlogged, based on the methodology described in the Transportation Element of this Plan.

The adopted level of service standards for all roadway types.

The existing capacities or deficiencies of the transportation system.

The capacities reserved for approved but unbuilt development.

The projected capacities or deficiencies due to approved but unbuilt development.

The improvements to be made to the transportation system in the current fiscal year by the City, Volusia County, the Florida Department of Transportation, or other public agency and the impact of such improvements on the existing capacities or deficiencies.

SANITARY SEWER

The design capacity of the wastewater treatment facilities.

The existing level-of-service standards measured by the average number of gallons per day unit based on the average flows experienced at the treatment plant and the total number of equivalent residential units within the service area.

The adopted level-of-service standard for average daily flows per equivalent residential unit.

The existing deficiencies of the system.

The capacities reserved for approved but unbuilt development.

The projected capacities or deficiencies due to approved but unbuilt development.

The improvements to be made to the facility in the current fiscal year by any approved developments pursuant to previous development orders and the impact of such improvements on the existing capacities or deficiencies.

POTABLE WATER

Permitted groundwater withdrawal capacity as per the City's Consumptive Use Permit.

The design capacity of potable water treatment facilities.

The existing level of service measured by the average number of gallons per day per unit based on the average flows experienced and the total number of equivalent residential units within the service area.

The existing potable water storage capabilities of the water system.



TABLE 7
(Continued)

POTABLE WATER (Continued)

The existing minimum water pressure.

The adopted level-of-service standards for the potable water facility components.

The existing capacities or deficiencies of the system.

The capacities reserved for approved but unbuilt development.

The improvements to be made to the facility in the current fiscal year by any approved developments pursuant to previous development orders and the impact of such improvements on the existing capacities or deficiencies.

The improvements to be made to the facility in the current fiscal year by the City and the impact of such improvements on the existing capacities or deficiencies.

SOLID WASTE DISPOSAL

The design capacity of solid waste disposal facilities.

The existing level of service measured by the number of units served per route.

The adopted level-of-service standard for solid waste.

The capacities reserved for approved but unbuilt development.

The projected capacities or deficiencies due to approved but unbuilt development.

The improvements to be made to the system in the current fiscal year by any approved developments pursuant to previous development orders and the impact of such improvements on the existing capacities or deficiencies.

The improvements to be made to the system in the current fiscal year by the City and the impact of such improvements on the existing capacities or deficiencies.

STORMWATER DRAINAGE

The existing level of service measured by storm event.

The adopted level-of-service standard for stormwater drainage quantity and quality.

RECREATION AND OPEN SPACE

The existing acreage of parkland and the existing number of recreation facilities in the Recreation and Open Space Element of this Plan.

The existing level of service measured by the number of acres of parkland available per 1,000 residents of the City based on an inventory of parklands in the City and the population of the City.

The existing level of service for recreation facilities measured by the adopted standard based on an inventory of the facilities in the City and the population of the City.

The adopted level-of-service standards for parkland acreage and individual recreation facilities in the Recreation and Open Space Element of this Plan.



TABLE 7
(Continued)

RECREATION AND OPEN SPACE (Continued)

The existing capacities reserved for approved but unbuilt development.

The projected capacities or deficiencies due to approved but unbuilt development.

The improvements to be made to the recreation facilities in the current fiscal year by any approved developments pursuant to previous development orders and the impact of such improvements on the existing capacities or deficiencies.

The improvements to be made to the recreation facilities in the current fiscal year by the City and the impact of such improvements on the existing capacities or deficiencies.

PUBLIC SCHOOL FACILITIES*

The existing level-of-service for each School Concurrency Service Area.

The adopted level-of-service standard for each School Concurrency Service Area.

The existing and projected deficiencies of the system.

The number of approved residential units and their projected students that have received school concurrency certificates, but whose units are not constructed.

The projected capacities and level-of-service due to approved but unbuilt residential development.

The improvements to be made by any approved developments pursuant to Capacity Enhancement Agreements and/or Mitigation Agreements and the projected impact of such improvements on school capacities and the adopted level-of-service.

*The Public School Facilities inventories are maintained by the School District of Volusia County.

Source: City of Port Orange, 2023

Concurrency Assessment

The Department of Community Development is responsible for determining concurrency for all applications of development orders for final site plans and/or applications of development orders for final site plans and/or final subdivision plans. When reviewing applications for such development orders, the Department performs a Concurrency Assessment to ensure that public facilities are available concurrent with the impacts of the proposed development. To conduct the assessment, the inventory presented in Table 7 is used as a base for the establishment of existing conditions. The capacity of existing public facilities to service new development shall then be determined by using the general rules presented in Table 8 and the facility-specific rules presented in Table 9. Finally, a determination of concurrency is made. Such determination may include conditions of approval which are deemed necessary for concurrency to be ensured.

The Department of Community Development provides recommendations to the Planning Commission and City Council concerning those development order applications which require Planning Commission and City Council approval.

Prior to the issuance of a development order for a proposed new development, the Department of Community Development determines:

1. The impacts created by the proposed development;
2. Whether the public facilities covered under the Concurrency Management System will be available concurrent with the impacts of new development at the adopted level;



3. Those facility(s) improvements or additions that are required to ensure the finding of concurrency; and
4. The entity responsible for the design and installation of all required facility(s) improvements or additions.
5. Whether the development will have to participate in a Concurrency and Fair Share Agreement, as outlined in the City's Proportionate Fair Share Ordinance.

The adopted level-of-service standards are the minimum acceptable standards with which all proposed new development shall comply. The Concurrency Management System does not preclude the Planning Commission or the City Council from imposing other conditions of approval.

Facilities Reporting

Annually, the Department of Community Development reports to the City Council the information required in Table 7. The report includes the degree of any deficiencies and a summary of the impacts the deficiencies will have on the approval of development orders. The Department of Community Development then recommends a schedule of improvements necessary to prevent a moratorium or a reduction in the approval of development orders.



TABLE 8
GENERAL RULES FOR CONCURRENCY ASSESSMENT

EXISTING DEFICIENCIES

No development may be approved which will impact any facility which is currently deficient unless the facility is required to be improved in the current fiscal year pursuant to a previous development order or permit, except within the Transportation Concurrency Exception Area. Any needed improvements shall be completed prior to the projected impacts of the proposed development as required by Table 7. Developments within the Town Center TCEA shall be required to provide funding contributions or mobility improvements commensurate with anticipated level of impact to the overall transportation system and shall be credited for any mobility improvements or programs deemed acceptable by the City as a means of offsetting such mobility impacts.

APPROVED IMPACTS

The impacts of new development shall be assessed against the existing conditions as described in Table 7 and the projected impacts from approved but unbuilt development. These two items together shall be considered the existing conditions for all public facilities for the impact assessment of all proposed development.

PHASING

Development that is proposed to be phased may also phase the improvement of facilities provided the concurrency requirements for each facility as described in Table 7 are met.

TIME SPECIFIC APPROVAL

All development approvals shall have a time period specified in the development order or permit in which development must commence. The time period may involve two or more phases, but the timing of each phase shall be specified in the development order or permit.

Any required improvements shall also require a time period for construction and completion. Should development or facilities improvements fail to begin or be completed in accordance with the development order or site construction permit, all outstanding approvals of the development shall expire. Amendments to time schedules shall be permitted but must be approved consistent with the procedures established in the Land Development Code.

ADDITIONAL INFORMATION

The Department of Community Development may require additional information from applicants or other City Departments in order for an accurate assessment to be conducted. Such additional informational requests shall be reasonable and be provided in writing to the applicant or appropriate Department.

Should the Department of Community Development require a special study (such as traffic counts on a road that is not regularly monitored), the applicant shall provide such information. Review and approval of proposed development may be postponed for a reasonable time period in order that more information may be gathered on a facility. Proposed development may be denied approval, for failure of the applicant to provide adequate information on the projected impacts created by the development.

Source: City of Port Orange, 2023



TABLE 9
FACILITY SPECIFIC RULES FOR CONCURRENCY ASSESSMENT

TRANSPORTATION

Traffic impact analysis studies are required for development projects to determine the project impacts, maintain information on roadway conditions, and develop appropriate mobility mitigation strategies. Such studies must be consistent with the adopted TPO Guidelines. The studies shall calculate the number of trips generated by the proposed development, show the distribution and assignment of the projected trips, and project the level of service of impacted road links. Traffic studies shall still be required for projects within the Town Center Transportation Concurrency Exception Area (TCEA) to provide a measure of the projects impacts and to maintain information on the roadway conditions within the Town Center TCEA to develop, monitor, and adjust mobility strategies.

Prior to the issuance of a Certificate of Occupancy, all facility improvements necessary to accommodate the impacts of the development shall be in place or planned for construction within the first three years of the adopted FDOT Work Program, County Road Program, and/or City CIP. If the necessary facility improvements will not be in place or under construction within three years of the time of the development approval, the development's approval will be subject to the signing of an enforceable development agreement, such as a Concurrency and Fair-Share Agreement, as outlined in the City's Proportionate Fair Share Ordinance. Completed improvements may be required prior to the issuance of a building permit if deemed necessary for public safety purposes. Outside the boundaries of the Transportation Concurrency Exception Area, the City may grant *de minimus* exceptions up to a cumulative 10% degradation of the adopted peak-hour LOS standard volume, as long as the facility is not an evacuation route or part of the State's SIS.

SANITARY SEWER

The City's Land Development Code provides sanitary sewer use standards for residential development based on equivalent residential units and for non-residential development based on gross leasable area. The City may also require commercial and industrial developments to provide a description and estimate of wastewater generations for any commercial or industrial processes which create wastewater that will be discharged into the City's system.

Prior to the issuance of a Certificate of Occupancy, all facility improvements necessary to accommodate the impacts of that portion of the development receiving a Certificate of Occupancy shall be in place, as required by the Development Order.

POTABLE WATER

The City's Land Development Code provides potable water use standards for residential development based on equivalent residential units and for non-residential development based on gross leasable area. The City may also require commercial and industrial developments to provide a description and estimate of water use needs for any commercial or industrial processes involving potable water.

Prior to the issuance of a Certificate of Occupancy, groundwater or alternative water supplies and all facility improvements necessary to accommodate the impacts of that portion of the development receiving a Certificate of Occupancy shall be in place, as required by the Development Order and the City Consumptive Use Permit.



TABLE 9
(Continued)

SOLID WASTE

The City's Land Development Code provides solid waste generation standards based on land use types. Commercial and industrial developments which are potential hazardous waste generators shall provide a description and estimate of tonnage of solid waste to be generated. The applicant will be responsible for coordinating with Volusia County for disposal of such waste. The City will then obtain written approval from Volusia County that the proposed development's hazardous waste generation can be accommodated at the County's landfill.

Prior to the issuance of a Certificate of Occupancy, all facility improvements necessary to accommodate the impacts of that portion of the development receiving a Certificate of Occupancy shall be in place.

STORMWATER DRAINAGE

All development shall prepare a drainage plan based on the Stormwater Management regulations which incorporate the level-of-service design storm. Such plans shall be approved by the City's Storm Drainage Engineer prior to the approval of the development.

Prior to the issuance of a building permit, all facility improvements necessary to accommodate the impacts of that portion of the development receiving the building permit shall be approved and a schedule established for their implementation such that all improvements shall be completed prior to the issuance of a Certificate of Occupancy.

RECREATION

The City's Land Development Code provides recreation standards for residential uses. Commercial and industrial developments shall not be assessed as having an impact on recreational facilities. However, the City reserves the right to require the provision of recreational facilities a part of Planned Commercial Developments.

Prior to the issuance of a building permit, all facility improvements necessary to accommodate the impacts of the entire development shall be approved and a schedule established for their implementation such that all improvements shall be completed prior to the issuance of the last Certificate of Occupancy.

PUBLIC SCHOOLS

The Interlocal Agreement for Public School Facilities Planning, the Public School Facilities Element, and the City's Land Development Code provides district-wide level-of-service standards for all school types and establishes Concurrency Service Areas for each school type.

The School District shall conduct a concurrency review that includes findings and recommendations of whether there is adequate capacity to accommodate proposed development for each type of school, consistent with the adopted level-of-service. Prior to the issuance of the Final Development Order for a residential development or a development with a residential component, facility capacity necessary to accommodate the impacts of that portion of the development receiving a Development Order shall be in place or planned for construction within the first three years of the adopted five-year School District Capital Improvement Program. If the necessary facility capacity will not be in place or under construction within three years of the time of the development approval, the developer has the option to enter into negotiations for a Mitigation Agreement and development approval will be subject to the execution of the Mitigation Agreement.

Source: City of Port Orange, 2023



Goals, Objectives, and Policies

Goal 1: Capital Improvements

The City shall undertake necessary actions to economically and efficiently provide needed public facilities and services to all residents within its service area in a manner which protects investments in existing facilities, maximizes the use of existing facilities, and promotes orderly compact urban growth.

Objective 1.1: Improvements. Capital improvements will be to accommodate growth, correct existing deficiencies, and to meet adopted LOS, as indicated in the Schedule of Improvements of this Element.

Policy 1.1.1: The City shall include all projects required to meet or maintain adopted LOS standards or implement the Goals, Objectives, and Policies of the Comprehensive Plan and determined to be of relatively large scale in cost (\$25,000 or greater) as Capital Improvement Projects to be included in the Schedule of Improvements of this Element.

Policy 1.1.2: In the City's Capital Improvement Program, the City shall prioritize scheduling and funding of all capital improvement projects designed to correct existing deficiencies as identified in other Elements of this Plan.

Policy 1.1.3: The Capital Improvements Coordinating Committee, composed of senior staff from operating departments and Finance, shall evaluate and rank on an annual basis in order of priority the projects proposed to be included in the Schedule of Improvements.

Policy 1.1.4: Proposed City capital improvement projects shall be evaluated and ranked in order of priority according to the following criteria:

- A. Whether the project is needed to protect public health and safety, to fulfill the City's legal commitment to provide facilities and services, or to preserve or achieve full use of those facilities already in place.
- B. Whether the project increases efficiency of use of existing facilities, prevents or reduces future improvement costs, provides services to developed areas lacking full service, or promotes in-fill development.
- C. Whether the project represents a logical extension of facilities and services and is coordinated with the plans of other agencies that provide facilities within the City.
- D. Whether the project implements the policies of this Comprehensive Plan as they pertain to the concurrency requirements or mobility strategies in support of the City's Town Center TCEA.
- E. Whether the project is financially feasible.

Policy 1.1.5: The potential for reducing Vehicle Miles Traveled (VMTs) should be considered in all location and investment decisions for public facilities.

Objective 1.2: Town Center Mobility. Future development will bear a proportionate cost of facility improvements or mobility strategies necessitated by the development in order to maintain the adopted level-of-service standards or to maintain mobility within the City's Town Center Transportation Concurrency Exception Area (TCEA).

Policy 1.2.1: The City will continue to collect impact fees from development projects to pay for the provision of public facilities and services required by developments.



Policy 1.2.2: The City shall consider the use of other impact fees to fund TCEA mobility strategies.

Policy 1.2.3: All new development shall be required to donate or reserve their fair share of right-of-way adjacent to major roadways prior to the issuance of a final development order.

Policy 1.2.4: All new development shall be required to pay its proportionate fair share toward transportation LOS and mobility improvements necessary to provide capacity for its impacts.

Objective 1.3: Provision of Improvements. The City will manage its fiscal resources to ensure the provision of needed capital improvements for previously issued development orders and for future development and redevelopment.

Policy 1.3.1: In providing capital improvements, the City shall limit the maximum ratio of outstanding indebtedness to no greater than 15% of the property tax base.

Policy 1.3.2: The City shall continue to adopt a Capital Improvement Program and an Operating Budget on a yearly basis as part of this budgeting process for implementation of the Goals, Objectives, and Policies set forth in this Comprehensive Plan.

Policy 1.3.3: The City shall continue to apply for and secure grants or private funds whenever available to finance the provision of capital improvements and other City improvement projects.

Policy 1.3.4: Prior to the issuance of Certificates of Occupancy, the City will provide for all public facilities needed to service development for which Development Orders were previously issued.

Policy 1.3.5: The City shall allocate the costs of new public facilities on the basis of the benefits received by existing and future residents.

Policy 1.3.6: The City shall identify and use stable revenue sources which are also responsive to growth for financing public facilities.

Policy 1.3.7: The City shall continue to strive for financial self-sufficiency in the provision of public facilities.

Policy 1.3.8: A capital improvement scheduled to be funded through grants and/or funding that requires a referendum will not be undertaken if the grants are not secured or the referendum is not passed; however, if the improvement is needed to maintain a LOS standard, then all new development will be required to contribute its fair share towards the improvement.

Policy 1.3.9: The City shall identify funding sources for the mobility strategies in the Town Center Transportation Concurrency Exception Area (TCEA) annually during the update to the Capital Improvements Plan. Mitigation shall be satisfied through a combination of physical infrastructure improvements, as listed in the Transportation Element, or payment of impact fees, and proportionate fair-share contributions, or other future identified sources.



Policy 1.3.10: The City may create a special assessment district to secure funding for TCEA strategies and identified improvements within the Port Orange Town Center Redevelopment District. The City shall amend the Capital Improvements Schedule annually to incorporate funding from the special assessment district for capital improvements to enhance mobility within the TCEA.

Policy 1.3.11: The City will pursue funding from other revenue sources including, but not limited to:

- Florida Inland Navigation Department (FIND) grants
- Volusia County ECHO grants
- Community Development Block Grant (CDBG) funds
- Ponce de Leon Port District
- Special Assessment District
- FloridaCommerce
- Florida Department of Transportation (FDOT)
- Transportation Planning Organization (TPO)
- Transportation impact fees
- Utility projects (drainage, water, wastewater)
- Development Agreements
- Parking credits
- Gas tax

Objective 1.4: Concurrency Management System. The City will utilize a Concurrency Management System so that decisions regarding the issuance of development orders and permits will be based upon coordination of the development requirements included in this Plan, the land development regulations, and the availability of necessary public facilities to support such development at the time needed. The Transportation Concurrency Exception Area provides concurrency exceptions for the issuance of development orders and permits for infill development and redevelopment based upon the multimodal transportation policies and strategies for mobility included in this Plan.

Policy 1.4.1: The City shall use the following Level-of-Service (LOS) standards in reviewing the impacts of new development and redevelopment upon public facility provision, except for the Roadways within the Transportation Concurrency Exception Area as described in the Transportation Element:

Sanitary Sewer --

Capacity: 160 gallons per equivalent residential unit per day. 1/10 gallon per square foot per day of commercial, industrial, or institutional development

Solid Waste --

Capacity: 3.21 pounds per capita per day; up to 1,350 residential units per curbside collection vehicle; 10 lbs/1,000 square feet of non-residential development

Potable Water --

Per Capita Consumption: 180 gallons per day per equivalent residential unit. 1/10 gallon per square foot per day of commercial, industrial, or institutional development; not to exceed CUP capacity for groundwater withdrawals

System Minimum Pressure during fire flow: 20 psi



Storage Provided: 50% of daily flow

Well Capacity: Meet or exceed CUP capacity for groundwater withdrawals

Normal Operating Pressure: 60-70 psi

Water Plant Capacity: Adequate for peak day. Three year lead time for planned expansion.

High Service Pumping: Peak hour with largest pump out of service. Expansion concurrent with treatment capacity.

Water Quality: Meet State and Federal Drinking Water Standards.

Drainage --

Quantity: 25-year, 24-hour storm event; per Drainage Sub-Element.

Quality: Reduction of pollutants to a level compatible with State Standards.

Transportation --

Meet State Target for SIS roads

LOS E for City and County-maintained roads

LOS D for S Williamson Boulevard (*Spruce Creek to Pioneer Trail*)

LOS D for State-maintained non-SIS roadways

Recreation Standards for Facilities --

Parkland 7 acres / 1,000 persons

Policy 1.4.2: Prior to the approval of an application for a final subdivision or development plan, the City will review the proposed application to ensure that public facilities and services needed to support the development are available concurrent with the impacts of such development based on the Concurrency Management System as set forth in the Capital Improvements Element (Tables 7, 8, and 9) and as provided in Goals 1 and 2 of the Transportation Element.

Policy 1.4.3: Provisions in the Comprehensive Plan that ensure public facilities and services standards will be met to satisfy the Concurrency requirement are listed below.

- A. The necessary facilities and services are in place or under construction at the time a development permit is issued; or
- B. A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur. For required roadway facilities, the construction commencement and completion date and source of funds for the necessary facility shall be adopted in the Capital Improvements Schedule; or
- C. The necessary facilities and services are guaranteed in an enforceable development agreement. The agreement must guarantee that the necessary facilities and services will be in place when the impacts of the development occur; or
- D. At the time the development permit is issued, the necessary facilities and services are the subject of a binding executed contract which provides for the commencement of the actual construction of the required facilities or the provision of services within three years of the development approval; or



- E. The necessary facilities and services are guaranteed in an enforceable development agreement which required the commencement of the actual construction of the facilities or the provision of services within one year of the issuance of the applicable development permit; or
- F. The necessary facilities and services are guaranteed in an adopted CIP but are not funded for construction within the first three years, and the development has entered into a Fair-Share Agreement to pay its proportionate fair share toward the required facilities.

For potable water, sewer, solid waste, and drainage facilities, at a minimum, one of provisions A-C must be met to satisfy the concurrency requirement. For parks and recreation and transportation facilities, any one of the provisions A-E must be met to satisfy the concurrency requirement. It should be noted, however, that concurrency for transportation facilities, as per provisions C and E, is predicated only upon development agreements which are subject to Section 163.3220 (Florida Local Government Development Agreement Act) or Chapter 380 (Land and Water Management), Florida Statutes. Pursuant to Section 163.3180, F.S., the portion of the City designated as a Transportation Concurrency Exception Area (TCEA) is not subject to State-mandated transportation concurrency requirements. In accordance with this statute, the City has developed mobility strategies which must be met for development to occur, in the TCEA. As development occurs, mitigation shall be satisfied through a combination of physical infrastructure improvements, as listed in the Transportation Element, or payment of impact fees, and proportionate fair-share contributions, or other future identified sources. These must be guaranteed using any one of options above.

Policy 1.4.4: Proposed plan amendments and requests for new development or redevelopment shall be evaluated according to the following guidelines as to whether the proposed action would:

- A. Be consistent with the Public Facilities Element and the Coastal Management Element and not contribute to a condition of public hazard.
- B. Be consistent with the Transportation Element; Public Facilities Element; and Recreation and Open Space Element and not intensify any existing public facility capacity deficits not envisioned within this plan.
- C. Generate public facility demands that may be accommodated by planned capacity increases.
- D. Conform with future land uses as shown on the future land use map, and Urban Service Areas as described in the Public Facilities Element of this Plan.
- E. Accommodate public facility demands based upon level-of-service standards by provision of facilities by the developer or by the City consistent with this element.
- F. Be consistent with state and regional agencies' and water management district's facilities plans.

Policy 1.4.5: The City shall include projects within the City's Five-Year Capital Improvements Program and the Capital Improvements Element to fund mobility and implement strategies to support the Town Center Transportation Concurrency Exception Area (TCEA). The identified projects will be prioritized consistent with the Transportation Element.

Policy 1.4.6: The City will work annually through the TPO's Transportation Improvement Program (TIP) with FDOT, the TPO and Volusia County to promote the inclusion of projects in their plans, programs, and development regulations that maintain mobility within or that would benefit the TCEA in terms of mobility; and to identify joint funding strategies, including special assessment and developer contributions, that would allow for the acceleration of long



range improvements for inclusion with the TIP or the City's 5-year Capital Improvements Schedule, as appropriate.

Policy 1.4.7: Capital Improvements necessary for water supply concurrency will be identified and included in the annual update to the Capital Improvements Schedule.

Goal 2: Public School Facilities

The City, in cooperation with the School District, shall provide for a financially feasible public school facilities program.

Objective 2.1: School Capacity. The City of Port Orange shall ensure that the capacity of schools is sufficient to support residential subdivisions and site plans at the adopted level-of-service standard. This level of service standard shall be consistent with the level of service standard adopted in the interlocal agreement entered into by the School District and the local governments within Volusia County.

Policy 2.1.1: The level-of-service standard adopted by the City of Port Orange is the same as adopted by all local governments within Volusia County and by the School District and shall be applied district-wide to all schools of the same type.

Policy 2.1.2: Consistent with the interlocal agreement, the uniform, district-wide level-of-service standards are set as follows using FISH capacity based on the traditional school calendar:

Elementary Schools: 115% of permanent FISH capacity for the concurrency service area

K- 8 Schools: 115% of permanent FISH capacity for the concurrency service area.

Middle Schools: 115% of permanent FISH capacity for the concurrency service area

High Schools: 120% of permanent FISH capacity for the concurrency service area

Special Purpose Schools: 100% of permanent FISH capacity

Objective 2.2: Maintaining Level of Service. The City of Port Orange shall cooperate with the School District to ensure existing deficiencies and future needs are addressed consistent with adopted level of service standards for public schools.

Policy 2.2.1: Annually, the City of Port Orange shall adopt as part of its Capital Improvement Element the Volusia County School District five-year work program approved in September of each year as part of the School District budget, including planned facilities and funding sources to ensure a financially feasible capital improvements program and to ensure the level of service standards will be achieved by the end of the five-year period.

Policy 2.2.3: The City of Port Orange shall coordinate with the School District and adopt development requirements to ensure that future development pays a proportionate share of the costs of capital facility capacity needed to accommodate new development and to assist in maintaining the adopted level-of-service standards via impact fees and other legally available and appropriate methods.





STAFF REPORT

CASE NO. CPAM-25-0002

Comprehensive Plan Capital Improvements Element -
2025 Annual Update

REQUEST:	Update and amend the Comprehensive Plan Capital Improvements Element (CIE) in accordance with Florida Statutes
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planning Manager, (386) 506-5671
CITY COUNCIL:	November 18, 2025

INTRODUCTION

Each year, the city is required to amend their Comprehensive Plan Capital Improvements Element (CIE) to include projects from the City's current FY26-30 Capital Improvements Program (CIP). The projects copied from the CIP are primarily improvements needed to maintain the City's adopted level of service (LOS) standards for public facilities. These facilities include water, sewer, stormwater, solid waste, roads, parks, and schools. **The CIP was adopted as part of the FY26 Operating and Capital Budgets on September 17, 2025, by Resolution No. 25-45.** The CIP includes various projects to support the LOS for City public facilities. The proposed amendments take these projects previously approved by Council with the CIP and add them into the CIE.

State law requires that local governments update their Comprehensive Plan CIE every year to show that they have funded or planned to fund the public facility improvements needed to support their population¹. The proposed amendments in Exhibit A are required to be in the underline/strikethrough format. For each table or text that is to be updated from the prior year CIP (FY25 – FY29) to the current year CIP (FY26 – FY30) the deleted prior year text is shown in strikethrough (~~strikethrough~~) format, and the added current year text is underlined (underlined). Text that is not struck through or underlined remains as existing text in the current year CIE.

PURPOSE

Under the 1985 Growth Management Act, local governments are mandated to plan for the availability of public facilities and services to support development and the impacts of such development. The purpose of the CIE and the 5-year Capital Improvements Schedule is to identify the capital improvements needed to implement the Comprehensive Plan and ensure the adopted Level of Service (LOS) Standards for concurrency-related facilities are achieved and maintained.

¹ Ch. 163.3177(3) F.S.

DISCUSSION

The amendments to the CIE include the updated Schedule (copied from the City's adopted FY26 – 30 Capital Improvements Program) and other amendments to update data related to the Schedule and other statutorily required information, such as excerpts from the Volusia-Flagler Transportation Planning Organization's Transportation Improvements Program (TIP) and the Volusia County School District Five-Year Work Program.

The CIE Schedule includes projects required to meet or maintain adopted LOS standards for concurrency-related facilities or implement the Goals, Objectives, and Policies of the Comprehensive Plan (Exhibit 1). The concurrency management system for the City of Port Orange is established by policy in the City's Comprehensive Plan and administered through regulations contained within the City's Land Development Code.

The City is required to monitor the cumulative effect of all approved Development Orders and Development Permits on the capacity of public facilities. This obligation is met through individual concurrency reviews of development proposals and the annual concurrency report for 2025. The City's concurrency review evaluates the following public facilities and services:

- Transportation
- Sanitary Sewer
- Potable Water
- Stormwater Drainage
- Solid Waste
- Recreation
- Public Schools

The 2025 Concurrency Report identified that all public facilities and services subject to concurrency are at sufficient levels based on adopted Level-of-Service (LOS) and identified improvements that are planned or programmed to ensure that the city continues to maintain the adopted LOS.

RECOMMENDATION

Staff recommends **approval** of the adoption of the 2025 CIE Annual Update.

ATTACHMENT

Exhibit 1 – Annual Update to the CIE (See Ordinance exhibit)



Business Impact Estimate

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

published.

Proposed ordinance's title/reference:
Ordinance No. 2025-xx – Annual Capital Improvements Element Update (Case No. CPAM-25-0002)

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

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

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

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

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare): Each year, the city is required by State law to amend its Comprehensive Plan Capital Improvements Element (CIE) to include projects from the City's current Capital Improvements Program (CIP). The projects copied from the adopted CIP are primarily improvements needed to maintain the City's adopted level of service (LOS) standards for public facilities. These facilities include water, sewer, stormwater, solid waste, roads, parks, and schools.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

N/A

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

N/A

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

N/A

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

N/A

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

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