



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

FEBRUARY 17, 2026

AGENDA

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

A. OPENING

1. Invocation by Rev. Melissa Frantz of Daytona Beach Drive In Christian Church
2. Pledge of Allegiance
3. Roll Call
4. Public Comments on Consent Agenda Items Only

B. CONSENT AGENDA

5. Approval of Minutes
 - a. Regular City Council Meeting - February 3, 2026
6. Bid Awards and Contract Items
 - a. Approval of the Florida Power & Light Company (“FPL”) Underground Easement and the Underground Distribution Facilities Installation Agreement for the Public Utilities Operations Facility
 - b. Approval of Change Order No. 1 to the EJCDC Agreement for ITB #24-17 for the Police Department Generator Replacement with Paul Culver Construction, Inc.
 - c. Approval of the First Amendment to the Temporary License Agreement with Lakeside Jazz Festival, Inc.
 - d. Ratification of payment to Brightview Landscape Services for sod replacement on Dunlawton Avenue under the Major Thoroughfares contract
 - e. Approval of contract with Acousti Doors & Specialties, LLC to replace the partition at the Adult Activity Center

- f. Approval of Change Order No. 4 to the EJCDC Agreement for ITB #22-10 – Water Reclamation Facility East Master Lift Station Upgrade with McMahan Construction Company, Inc.
 - g. Approval of Task Authorization No. 4 with CPH Consulting, LLC for Gopher Tortoise Recipient Site Management
 - h. Approval of Contract for Sale and Purchase of real property located at 717 Dove Avenue to Anthony and Penny Cox
 - i. Approval of Task Authorization No. 7 to Paul Culver Construction, Inc. for the replacement of the shed at Coraci Sports Complex
7. Resolution No. 26-11 - Approval of Grant Agreement for \$405,130 from Florida Inland Navigation District Grant (FIND) for Day Dock at Riverwalk Park Phase II Construction
 8. Resolution No. 26-12 – Approval of the Grant Application for a Florida Inland Navigation District (FIND) Grant for additional construction funding (Phase III) for the Day Dock at Riverwalk Park
 9. Resolution No. 26-13 - Drainage Easement Vacation at 453 Leslie Drive
 10. Approval of the Historic Live Oak Tree Removal for the City Center Sports Complex Soccer Fields Expansion and Mitigation Plan
 11. Approval to submit the proposed project list for the Volusia-Flagler TPO 2026 Program Priority List
 12. Approval of Major Special Event Request for Bike Week 2026 for The Doghouse Bar and Grill at 3400 S. Nova Road
 13. Approval of Major Special Event Request for Bike Week 2026 for The Turn at 5236, 5218, 5204 & 5164 South Ridgewood Avenue

C. STATE OF THE CITY

D. RECOGNITION AND PROCLAMATIONS

14. Freemanville Day Proclamation
15. World Encephalitis Day Proclamation

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

F. COMMENTS AND ADDITIONAL ITEMS

16. Council Members
17. City Attorney
18. City Manager

G. REGULAR AGENDA

19. Second Reading - Ordinance No. 2026-1 - Amending Chapter 74, Article II - Utilities, Water Service of the Code of Ordinances related to private water systems in the City

20. Flood Mitigation Projects

- a. Approval of Contract to Purchase of 893 Sugar House Drive
- b. Approval of Contract to Purchase 5899 Trailwood Drive
- c. Approval of Contract to Purchase 842 Bears Trail for the Nixon Lane Stormwater Pond and Pump Station Project

H. COUNCIL COMMITTEE REPORTS

21. 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

I. ADJOURNMENT

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



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



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

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

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

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

Regular City Council Meeting

2/17/2026

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TO PARTICIPATE IN ANY OPENING INVOCATION THAT IS OFFERED. A PERSON MAY EXIT THE CITY COUNCIL CHAMBERS AND RETURN UPON COMPLETION OF THE OPENING INVOCATION IF A PERSON DOES NOT WISH TO PARTICIPATE IN OR WITNESS THE OPENING INVOCATION.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
FEBRUARY 3, 2026

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

OPENING

Silent Invocation

Pledge of Allegiance

Roll Call

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

4. Public Comments on Consent Agenda Items Only

Robert Reinhaben, resident, commented on items #9 and 10 regarding the mitigation bank and raised concerns regarding the recording of the property in public record.

CONSENT AGENDA

5. Approval of Minutes
 - a. Regular City Council Meeting - January 13, 2026
6. Bid Awards and Contract Items
 - a. Approval of Task Authorization No. 7 with Zev Cohen and Associates, Inc. for the design of the Devon Street Stormwater Improvement Project (SW263)
 - b. Approval of Task Authorization No. 8 with Zev Cohen and Associates, Inc. for the design of the Sweetwater Boulevard Stormwater Improvement Project (SW263)
 - c. Approval of Change Order No. 1 to the AIA Agreement for ITB #25-02 for the Construction of the Forestry Building with S.A. Casey Construction, Inc.
 - d. Approval to Award ITB #25-01 to Enviro-Tech Systems, Inc. for the Police Department Shooting Range Berm Restoration
7. Authorize the Port Orange Police Department to enter into a Memorandum of Understanding with the United States Department of Veterans Affairs, Orlando Care System
8. Ratification of the Mutual Aid Agreement for Combined Operational Assistance and Voluntary Cooperation Agreement for Volusia County, Florida

9. Resolution No. 26-6 - Webster Creek Mitigation Bank Wetland Reservation and Purchase Agreement for the Cambridge Canal Pump Station Upgrades Project

10. Resolution No. 26-7 - Farmton Mitigation Bank Credit Reservation and Purchase Agreement for the Cambridge Canal Pump Station Upgrades Project

11. Resolution No. 26-8 - Approval of State of Florida Department of Environmental Protection Grant Agreement in the amount of \$1,400,000 for the upgrade of the Ponce Inlet Master Lift Station and Replacement of the Wastewater Pipes along S. Peninsula Drive

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

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Sandra Snodgrass, resident, spoke on the Let Volusia Vote campaign regarding the discharge of treated wastewater into the aquifer. Ms. Snodgrass referenced a petition released on Sunday, asking Council members to sign it, stated over development is a concern, and asked if Council members spoke with any of the legislators in Tallahassee about proposed Senate Bill 718 and House Bill 479.

COMMENTS AND ADDITIONAL ITEMS

12. Council Members

Councilman Lance Green highlighted items related to two stormwater projects.

Councilman Shawn Goepfert asked City Manager, Wayne Clark to further explain the mitigation bank associated with the Cambridge project.

Mr. Clark explained that, as part of the project requirements, the City must provide mitigation. He clarified that the designated land will remain in its current natural state in perpetuity and cannot be sold or developed. When the mitigation bank was established, it was assigned a specific number of credits, and the City cannot alter the property in any way. Mr. Clark noted that these actions represent the final steps necessary for the City to obtain the required permit to begin construction on the Cambridge project this spring.

Regarding the wastewater concerns, Councilman Goepfert sought clarification from Mr. Clark, who confirmed, that the City does not pump wastewater into the aquifer nor does the City plan to. Mr. Clark advised the City utilizes reclaimed water ponds rather than discharging wastewater into the river.

Vice Mayor Tracy Grubbs commented on consent agenda item 6D regarding the police shooting berm restoration. He noted that the project was budgeted last year and carried forward into the current fiscal year. Out of the \$340,000, a portion of the funding is provided by FEMA. He emphasized that the City continues to actively pursue all available

funding opportunities. Vice Mayor Grubbs provided an update on the Jackson Street project, stating that completion is estimated for the end of March. Vice Mayor Grubbs also shared that he attended the Parks and Recreation Kings and Queens dance and commended staff and volunteers for organizing a successful event.

Mayor Scott Stiltner reported that the recent trip to Tallahassee was productive. He and City staff met with state legislators, including members of the House and Senate, to advocate for appropriation and grant funding for City projects. He thanked staff for their extensive preparation and noted they presented three project requests, receiving positive feedback from legislators on both sides of the aisle. Mayor Stiltner also addressed ongoing discussions regarding property taxes, stating that the outcome remains uncertain at both the state and local levels. While various concepts and proposals are under discussion, he emphasized that there are necessary costs associated with operating the City.

Finally, Mayor Stiltner clarified comments regarding “toilet-to-tap” water in the City of Daytona Beach. He explained that while the City of Daytona Beach conducted a pilot program to determine whether the wastewater could be treated to state-required standards, the City did not distribute treated wastewater to their residents. He further noted that the State now requires municipalities and counties to submit plans by 2028, outlining how they will cease discharging wastewater into surface waters. If a plan is not submitted, discharge must stop immediately; however, jurisdictions that submit an approved plan may have until 2032 to comply. He added that many years ago, the City of Port Orange discontinued surface water discharge and instead purchased property to create reclaimed water ponds, allowing treated wastewater to be reused for irrigation purposes.

13. City Attorney

There was nothing further.

14. City Manager

Mr. Clark thanked Councilman Lance Green for highlighting the two projects on the consent agenda and provided a brief update regarding their scope and anticipated impact. He explained that the item listed as an environmental protection grant reflects a legislative appropriation that the City received last year in the amount of \$1.4 million. The first project involves the Ponce Inlet master lift station and associated pipe replacement, which will enhance resiliency on the coastal barrier island. The project includes installation of new piping in an older area of the system and construction of a more resilient lift station to better serve the community. Mr. Clark also briefly referenced additional related items that will be brought forward for Council consideration at the next meeting.

Mayor Stiltner requested Mr. Clark to review the County Council meeting held earlier in the day, during which policies related to Volusia Forever and Florida legislation were discussed, and provide any necessary information to City Council.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

15. Planning Commission Appointment

Angela LeDuc, applicant, introduced herself to Council and provided a brief overview of her background.

Mayor Stiltner advised that Planning Commission is a very important board, tough decisions will need to be made, and provided some advice.

Council members expressed their appreciation for her community involvement.

Motion to nominate Angela LeDuc to Planning Commission was made by Vice Mayor Tracy Grubbs and Seconded by Councilman Shawn Goepfert. Motion carried unanimously by voice vote.

16. Parks and Recreation Board Report

Bobby Ball, chair, provided an update on the Parks and Recreation board.

REGULAR AGENDA

17. Resolution No. 26-10 - Approval of the Sale of Property to the Florida Department of Transportation for the I-4 Truck Parking

Motion to approve Resolution No. 26-10 was made by Councilman Shawn Goepfert and Seconded by Vice Mayor Tracy Grubbs.

Mr. Clark provided details on the item.

Councilman Green suggested the City reinvest the money into purchasing land for stormwater projects.

Motion carried unanimously by roll call vote.

18. First Reading - Ordinance No. 2026-1 - Amending Chapter 74, Article II - Utilities, Water Service of the Code of Ordinances related to private water systems in the City

Mr. Jones read Ordinance No. 2026-1.

Ordinance No. 2026-1

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING SECTION 74-33, REQUIRING A DEPOSIT FOR MASTER METER INSTALLATION; ESTABLISHING A NEW SECTION 74-34, REQUIRING THE INSTALLATION OF A MASTER METER FOR A CAMPGROUND, RECREATIONAL PARK, MOTEL, HOTEL, MOBILE HOME PARK, APARTMENT COMPLEX OR OTHER MULTIFAMILY RESIDENTIAL UNITS, AND PROVIDING FOR THE METHOD OF BILLING FOR MASTER METER ACCOUNTS; AMENDING SECTION 74-39, SETTING FORTH THE RESPONSIBILITY OF MAINTENANCE OF PRIVATE WATER SYSTEMS INCLUDING EMERGENCY MAINTENANCE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2026-1 was made by Vice Mayor Tracy Grubbs and Seconded by Councilman Shawn Goepfert.

Mr. Clark provided details and a presentation on the item, explained what a master meter is and how it works. He answered questions from council members and clarified that, under state law, park owners are not permitted to upcharge the city's water fees. The amount charged to residents must be the same as the rate charged by the City.

Councilman Green asked whether billing would be based on a bulk rate or a residential rate, and Mr. Clark clarified that it would be charged at a bulk rate.

Lisa Morris, resident, expressed her concerns regarding historical records, water main breaks, and the enforcement of water meters and fair billing based on usage.

Sue Burns, resident, expressed her concerns on the item, her communications with the City, and information she received from the park owners. Ms. Burns asked for this to not be implemented until further solutions can be made.

Mike Belanic, resident, provided history on the Parkwood mobile home community and the City's changes over the years.

Matt Jones, City Attorney, provided clarification that the obligation for mobile home parks to maintain their private water systems is already established in the City Code and is not being changed by the proposed action. Mr. Jones further cited Florida Statutes, explaining that it is illegal for park owners to increase water bills beyond actual costs. The only permissible charges are for direct expenses, such as hiring a third party for services or covering maintenance and repair costs associated with their private infrastructure.

Mr. Clark added that other parks and campgrounds throughout the City are already

operating in accordance with the approach being presented and that the proposed action would bring the remaining five parks into alignment. He emphasized that the intent is to ensure fairness and equity across all parks and is not an effort to generate additional revenue for the City. He also noted that there are no records explaining why these five parks had previously been treated differently.

Council members understand this is a cleanup item and that as time goes on, the City continues to identify opportunities to improve processes and correct past practices.

Vice Mayor Grubbs asked Mr. Jones about potential legal concerns related to the City accessing private property, to which Mr. Jones advised that, if occurring, such activity should cease immediately.

Councilman Green asked Mr. Clark for clarification regarding the water meters. Mr. Clark explained that the private parks have both a master meter and sub-meters; however, approximately half of the meters within the five parks do not function. As a result, the City has been estimating water usage because they cannot replace meters located on private property.

Mayor Stiltner reiterated that the infrastructure in question is privately owned and located on private property. He added that the affected communities will have one year to make the necessary adjustments.

Motion carried 3-1 by roll call vote with
Vice Mayor Tracy Grubbs voting no.

COUNCIL COMMITTEE REPORTS

19. City Council Committee Reports

- a. Volusia Flagler TPO - Councilman Jonathan Foley was absent.

ADJOURNMENT - 7:40 p.m.

Mayor Scott Stiltner

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/17/2026

SUBJECT: (B6a) Approval of the Florida Power & Light Company (“FPL”) Underground Easement and the Underground Distribution Facilities Installation Agreement for the Public Utilities Operations Facility

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Florida Power & Light Company (“FPL”) Underground Easement and the Underground Distribution Facilities Installation Agreement and authorize the Mayor and City Clerk to execute all easement and agreement documents.

SUMMARY: Florida Power & Light (“FPL”) requires an easement to provide electric services to the new Public Utilities Operations Facility located at 4505 S. Clyde Morris Blvd.

The Engineering Department Staff is requesting Council approval of the FPL Underground Easement and the Underground Distribution Facilities Installation Agreement.



PRESENTER: Junos Reed

ATTACHMENTS:

1.	4505 S CLYDE MORRIS BLVD - FPL EASEMENT WITH EXHIBIT	4505 S CLYDE MORRIS BLVD - FPL EASEMENT WITH EXHIBIT.pdf
2.	4505 S CLYDE MORRIS BLVD - UG AGREEMENT FORM	4505 S CLYDE MORRIS BLVD - UG AGREEMENT FORM.pdf
3.	FPL Letter	FPL Letter.pdf

Julia Wiggins

Created/Initiated - 01/06/2026

Richard Colby	Approved - 01/06/2026
Junos Reed	Approved - 01/09/2026
Sue Wang	Approved - 01/09/2026
Matthew Jones	Approved - 02/05/2026
Wayne Clark	Final Approval - 02/06/2026

Work Request No. 14245710

UNDERGROUND EASEMENT (BUSINESS)

Sec. 06, Twp 16, Rge 33

This Instrument Prepared By

Parcel I.D. 6306-00-00-0062 &
6307-00-00-0012
(Maintained by County Appraiser)

Name: Matthew Jaeger
Co. Name: Florida Power & Light
Address: 3000 Spruce Creek Rd
Port Orange, FL 32129

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See SCHEDULE "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

City of Port Orange

(Witness' Signature)

By: _____

Print Name: _____
(Witness)

Print Name: Scott Stiltner

Print Address: _____

Print Title: Mayor

Print Address: 1000 City Center Circle

(Witness' Signature)

Port Orange, FL 32129

Print Name: _____

Attest: _____

Robin L. Fenwick, City Clerk

Print Address: _____

STATE OF FLORIDA AND COUNTY OF VOLUSIA. The foregoing instrument was acknowledged before me by **[XX]** physical presence or [] on-line notarization, this _____ day of _____, 2026, by Scott Stiltner, Mayor and Robin L. Fenwick, City Clerk, both of the City of Port Orange, a municipal corporation, who are personally known to me or have produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:

Notary Public, Signature

Print Name _____

SCHEDULE "A"
UTILITY EASEMENT

DESCRIPTION (BY THIS SURVEYOR):


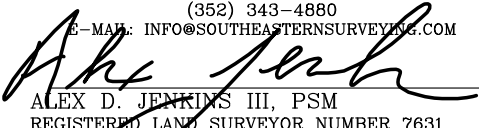
A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5655, PAGE 4508 THROUGH 4510 AS RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING IN SECTIONS 6 AND 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 6 AND NORTHEAST CORNER OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 89°19'34" WEST ALONG THE SOUTH LINE OF SECTION 6, SAID LINE ALSO BEING THE NORTH LINE OF SECTION 7, A DISTANCE OF 1048.59 FEET TO THE **POINT OF BEGINNING**; THENCE DEPARTING SAID SECTION LINE THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES: SOUTH 42°07'55" WEST, A DISTANCE OF 19.37 FEET; THENCE SOUTH 43°10'21" EAST, A DISTANCE OF 13.63 FEET; THENCE SOUTH 46°49'39" WEST, A DISTANCE OF 8.49 FEET; THENCE SOUTH 54°56'51" EAST, A DISTANCE OF 254.46 FEET; THENCE SOUTH 39°46'08" EAST, A DISTANCE OF 127.28 FEET; THENCE SOUTH 50°13'52" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 39°46'08" WEST, A DISTANCE OF 125.95 FEET; THENCE NORTH 54°56'51" WEST, A DISTANCE OF 255.21 FEET; THENCE SOUTH 46°49'39" WEST, A DISTANCE OF 15.85 FEET; THENCE NORTH 42°42'26" WEST, A DISTANCE OF 26.47 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 146.79 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 25.01 FEET; THENCE SOUTH 50°00'00" WEST, A DISTANCE OF 74.17 FEET TO THE EAST RIGHT OF WAY LINE OF BRUNER ROAD (60' RIGHT OF WAY); THENCE NORTH 00°09'50" EAST ALONG THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 13.09 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: THENCE NORTH 50°00'00" EAST, A DISTANCE OF 61.06 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 513.40 FEET; THENCE NORTH 84°41'29" EAST, A DISTANCE OF 117.65 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 11.35 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 39.91 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 39.91 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 39.91 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 8.47 FEET; THENCE SOUTH 84°41'29" WEST, A DISTANCE OF 96.77 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 464.90 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 134.90 FEET; THENCE NORTH 47°17'34" EAST, A DISTANCE OF 28.31 FEET; THENCE SOUTH 43°10'21" EAST, A DISTANCE OF 10.63 FEET; THENCE NORTH 42°07'55" EAST, A DISTANCE OF 38.29 FEET; THENCE SOUTH 47°52'05" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 42°07'55" WEST, A DISTANCE OF 19.73 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 21417.9 ACRES, MORE OR LESS.

SURVEYOR'S REPORT:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING SOUTH 89°19'34 WEST.
2. I HEREBY CERTIFY THAT THE "SKETCH OF DESCRIPTION" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATIVE CODE.

BOUNDARY SURVEY	DATE: JANUARY 26, 2026 JO	CERTIFICATION NUMBER LB2108 72094001
FOR	JOB NUMBER: 72094	 <p>SSMC™ SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 550 SOUTH HIGHLAND STREET MT. DORA, FLORIDA 32757 (352) 343-4880 E-MAIL: INFO@SOUTHEASTERNSURVEYING.COM</p>
WHARTON-SMITH, INC.	SCALE: 1" = 100'	
	<p>CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE REQUIRES THAT A LEGAL DESCRIPTION DRAWING BEAR THE NOTATION THAT THIS IS NOT A SURVEY.</p>	
	<p>SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH</p>	
	 <p>ALEX D. JENKINS III, PSM REGISTERED LAND SURVEYOR NUMBER 7631</p>	

SKETCH OF DESCRIPTION
UTILITY EASEMENT

BRUNER ROAD

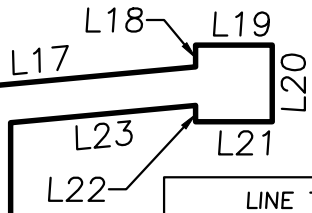
60.00' RIGHT OF WAY

PER OFFICIAL RECORDS BOOK 2764, PAGE 1153

EAST RIGHT OF WAY LINE

L16

L24



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S42°07'55"W	19.37'
L2	S43°10'21"E	13.63'
L3	S46°49'39"W	8.49'
L4	S54°56'51"E	254.46'
L5	S39°46'08"E	127.28'
L6	S50°13'52"W	10.00'
L7	N39°46'08"W	125.95'
L8	N54°56'51"W	255.21'
L9	S46°49'39"W	15.85'
L10	N42°42'26"W	26.47'

LINE TABLE		
LINE #	BEARING	LENGTH
L11	N90°00'00"W	146.79'
L12	S00°00'00"E	25.01'
L13	S50°00'00"W	74.17'
L14	N00°09'50"E	13.09'
L15	N50°00'00"E	61.06'
L16	N00°00'00"E	513.40'
L17	N84°41'29"E	117.65'
L18	N00°00'00"E	11.35'
L19	N90°00'00"E	39.91'
L20	S00°00'00"E	39.91'

LINE TABLE		
LINE #	BEARING	LENGTH
L21	N90°00'00"W	39.91'
L22	N00°00'00"E	8.47'
L23	S84°41'29"W	96.77'
L24	S00°00'00"E	464.90'
L25	N90°00'00"E	134.90'
L26	N47°17'34"E	28.31'
L27	S43°10'21"E	10.63'
L28	N42°07'55"E	38.29'
L29	S47°52'05"E	10.00'
L30	S42°07'55"W	19.73'

PARCEL ID: 630600000062
OFFICIAL RECORDS BOOK 5655, PAGE 4510
NOT PLATTED

PARCEL ID: 630600000064
OFFICIAL RECORDS BOOK 5655,
PAGE 4508
NOT PLATTED

POINT OF BEGINNING

SOUTH LINE OF SECTION 6

S89°19'34"W
1048.59'

NORTH LINE OF SECTION 7
(BEARING BASIS)

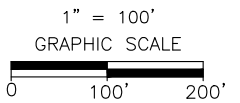
EAST LINE OF SECTION 6
EAST LINE OF SECTION 7

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF SECTION 6 AND NORTHEAST CORNER OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST

PARCEL ID: 630700000012
OFFICIAL RECORDS BOOK 5655,
PAGE 4508
NOT PLATTED

LEGEND & ABBREVIATIONS:

ID = IDENTIFICATION



CLYDE MORRIS BOULEVARD
100.00' RIGHT OF WAY
NORTHERLY RIGHT OF WAY LINE



SSMC
SUE • SURVEY • GIS

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
550 South Highland Street
MT. Dora, Florida 32757
(352) 343-4880

Certification Number LB2108
e-mail: info@southeasternsurveying.com

DRAWING NO. 72094001
JOB NO. 72094
DATE: JANUARY 26, 2026
SHEET 2 OF 2
SEE SHEET 1 FOR DESCRIPTION

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2

UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this 15 day of December, 2025 by and between City of Port Orange (hereinafter called the Customer) and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WITNESSETH:

Whereas, the Customer has applied to FPL for underground distribution facilities to be installed on Customer's property known as 4505 S Clyde Morris Blvd located in Port Orange, Florida.

(City/County)

That for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall pay FPL a Contribution in Aid of Construction of \$21,322.41 (the total Contribution) to cover the differential cost between an underground and an overhead system This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL and is more particularly described on Exhibit A attached hereto.
2. That a credit of \$0.00 shall be provided to the Customer for trenching, backfilling, installation of Company provided conduit and other work, as shown on Exhibit B, if applicable, and approved by FPL. If such credit applies, the resulting Contribution cash payment shall be \$0.
3. The contribution and credit are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead lines to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.
4. That the Contribution provides for 120/208 volt, Three phase (120/240 volt, single phase for URD Subdivisions) underground electrical service with facilities located on private property in easements as required by FPL. The Contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground service, secondary, and primary conductors are to be of standard FPL design, in conduit, and with above-grade appurtenances.
5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.

If the property is subject to an underground ordinance, FPL shall notify the appropriate governmental agency that satisfactory arrangements have been made with the Customer as specified by FPL.

Title to and ownership of the facilities installed as a result of this agreement shall at all times remain the property of FPL.

6. That good and sufficient easements, including legal descriptions and survey work to produce such easements, and mortgage subordinations required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, and recorded, at no cost to FPL, prior to trenching, installation and/or construction of FPL facilities. FPL may require mortgage subordinations when the Customer's property, on which FPL will install its facilities, is mortgaged and (1) there are no provisions in the mortgage that the lien of the mortgage will be subordinate to utility easements, (2) FPL's easement has not been recorded prior to the recordation of the mortgage, (3) FPL's facilities are or will be used to serve other parcels of property, or (4) other circumstances exist which FPL determines would make such a subordination necessary.
 - a) The Customer shall furnish FPL a copy of the deed or other suitable document which contains a full legal description and exact name of the legal owner to be used when an easement is prepared, as required by FPL.
 - b) The Customer shall furnish drawings, satisfactory to FPL, showing the location of existing and proposed structures on the Customer's construction site, as required by FPL.
 - c) Should for any reason, except for the sole error of FPL, FPL's facilities not be constructed within the easement, FPL may require the Customer to grant new easements and obtain any necessary mortgage subordinations to cover FPL's installed facilities, and FPL will release the existing easement. Mortgage subordinations will be necessary in this context when 1) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the lien of the mortgage to utility easements, or 3) FPL's facilities are or will be used to serve other parcels of property.
7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:
 - a) Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL,
 - b) A construction schedule,
 - c) An estimate of when electric service will be required, and
 - d) Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL. Plats provided by the Customer must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.
8. Prior to FPL construction pursuant to this agreement, the Customer shall:
 - a) Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized.
 - b) Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easement where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of FPL, in which case FPL will pay the Customer the cost of replacing the stakes.

- c) It is further understood and agreed that subsequent relocation or repair of the FPL system, once installed, will be paid by the Customer if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed; and, that subsequent repair to FPL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors.
- d) Provide sufficient and timely advance notice (60 days) as required by FPL, for FPL to install its underground distribution facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by FPL, by the Customer, all additional costs for trenching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition, should they be installed prior to FPL's facilities, shall be borne by FPL.
- e) Pay for all additional costs incurred by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to this agreement on the subdivision or development layout or grade.
- f) Provide applicable trenching, backfilling, installation of Company provided conduit and other work in accordance with FPL specifications more particularly described on Exhibit B attached hereto. At the discretion of FPL, either correct any discrepancies, within two (2) working days, found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse FPL for costs associated with lost crew time due to such discrepancies.

9. FPL shall:

- a) Provide the Customer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.
- b) Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted.
- c) Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (6) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.

10. This Agreement is subject to FPL's Electric Tariff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now written, or as they may be revised, amended or supplemented.

11. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and FPL.

The Customer and FPL will coordinate closely in fulfilling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted:

Accepted:

For FPL (Date)

Customer Scott Stiltner, Mayor (Date)

Witness Robin L. Fenwick, City Clerk (Date)

Witness (Date)



December 15, 2025

RE: FPL Easement to cover Underground Primary and Transformers for 2 Pad Loop.

Dear: City of Port Orange

FPL requires an easement to provide electric service to the above referenced facility. Please complete the enclosed easement form according to the instructions below. The easement needs to be recorded and returned to FPL prior to FPL starting construction for your proposed facility. Failure to do so could delay the timely installation of your electric facilities.

Populate Top Portion of Easement Form:

- A. Enter the section, township, and range where the easement area is located.
- B. Enter the Parcel I.D. # of the property on which the easement area is located.
- C. Enter the name and address of the person populating the easement form in the "Prepared By" section.

Describe Easement Area:

The middle of the easement form notes "See Exhibit "A" ("Easement Area)". To describe and depict the easement area, attach additional sheet(s) marked Exhibit "A" to the easement form. Metes & bounds descriptions may be used but a centerline description is most common. If a legal description is not feasible to provide, a sketch of the easement area may be sufficient so long as the sketch adequately depicts where the easement area is located on the property. Easement areas are usually ten (10) feet in width for underground and twenty (20) feet in width for overhead with the FPL facilities installed along the centerline of the easement area. **FPL recommends that a surveyor be engaged to describe the easement area to ensure the description is accurate and correctly depicts the easement area.**

Signing and Witnessing:

- A. **For Individuals:** All persons shown on the deed must sign the easement form. Enter date in the space provided. The landowner(s) place his/her signature on the "By" line indicated on the right, filling in print his/her/their name(s) and property address below the signature(s), in the presence of two (2) separate witnesses, who each sign on the witness lines to the left, filling in print his/her name and address below the signature, and a notary public who completes the acknowledgement block as described below.
- B. **For Businesses:** Enter date in the space provided. Replace "Entity Name" with the name of the business shown on the deed. The President or authorized representative places his/her signature on the "By" line indicated on the right, filling in print his/her name, title, and business address below the signature, in the presence of two (2) separate witnesses, who each sign on the witness lines to the left, filling in print his/her name and address below the signature, and a notary public who completes the acknowledgement block as described below.

Acknowledgements:

The notary public should legibly fill in all blanks, including (i) state and county where the easement form is executed, (ii) whether the acknowledgment occurred in person or online, (iii) date, (iv) name(s) of the property owner(s); if a business, list the authorized representative's name and title, type of business, and state of registration, (v) select whether the person(s) signing is personally known or produced identification to the notary public, (vi) select whether the person(s) signing did or did not take an oath, (vii) notary public signs on the line provided and prints name below signature, and (viii) notary public affixes seal in the blank space left of his/her signature.

Record the Easement:

Before recording the easement, please provide a copy to me for review to ensure the easement form was properly executed and the easement area describes the area required for the electric facilities. Once approved, have the easement recorded in the public records of Volusia County. Only the original unaltered FPL tariff easement form will be accepted by FPL.

If you have any questions, please call me at 386-322-3406.

Sincerely,

Matthew Jaeger
Construction Services

Florida Power & Light Company

3000 Spruce Creek Rd, Port Orange, FL 32129



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/17/2026

SUBJECT: (B6b) Approval of Change Order No. 1 to the EJCDC Agreement for ITB #24-17 for the Police Department Generator Replacement with Paul Culver Construction, Inc.

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Change Order No. 1 under the EJCDC Agreement for ITB #24-47 Police Department Generator Replacement with Paul Culver Construction, Inc., authorizing additional funds in the amount not to exceed \$59,081.12; authorizing an additional 30 days in time; and authorizing the Mayor and City Clerk to execute all required documents.

SUMMARY: The Engineering Department Staff is requesting approval of Change Order No. 1 to Paul Culver Construction, Inc. under the EJCDC Agreement for ITB #24-17, Police Department Generator Replacement. This change order provides for an additional 30 calendar days and an increase of \$59,081.12, resulting in a revised final completion date of October 10, 2026, and a revised contract amount not to exceed \$793,081.12.

The majority of the cost of this change order is related to the replacement of the Automatic Transfer Switch (ATS), which is a large piece of equipment located in the internal electrical room. The existing ATS was installed in the Police building before the walls and roof were completed. While the existing ATS could be dismantled and removed from the building, the exterior door serving the electrical room was not large enough to allow installation of the new ATS. As a result, the exterior door and a portion of the adjacent wall had to be temporarily removed and later reconstructed to facilitate installation of the new equipment. In addition, some existing electrical equipment within the room had to be reconfigured to accommodate the new ATS. Other minor scope adjustments included in this change order consist of a gas line extension to maintain the connection to the building's water heaters, removal of a small section of a remaining screen wall footer, installation of additional bollards at the generators, and inclusion of a remote monitoring panel. The remote monitoring panel allows the generator and transfer switch system to be monitored remotely from Police offices or other off-site locations.

The other significant item included in this change order is the installation of new electrical conduits and conductors to serve the electrical panels located within the generator enclosures. This was inadvertently omitted from the original design because

the previous generators were not housed within enclosures and, therefore, did not require the additional electrical panels now associated with the new generator configuration.

Engineering staff has reviewed the scope, costs, and schedule impacts and finds them to be reasonable and appropriate for the project.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Paul Culver Construction, Inc. Change Order No. 1 to EJCDC ITB 24-17 PD Generator	Paul Culver Construction, Inc. Change Order No. 1 to EJCDC ITB 24-17 PD Generator.pdf
2.	Field Change Order #001 w Back-Up	Field Change Order #001 w Back-Up.pdf
3.	Field Change Order #002 w Back-Up	Field Change Order #002 w Back-Up.pdf
4.	EXECUTED Paul Culver Construction, Inc. EJCDC Agreement ITB 24-17 Police Department Generator Replacement	EXECUTED Paul Culver Construction, Inc. EJCDC Agreement ITB 24-17 Police Department Generator Replacement.pdf
5.	RECORDED Paul Culver Construction, Inc. Payment and Performance Bond ITB 24-17 Police Department Generator Replacement	RECORDED Paul Culver Construction, Inc. Payment and Performance Bond ITB 24-17 Police Department Generator Replacement.pdf
6.	Executed - NTP - Paul Culver ITB 24-17 PD	Executed - NTP - Paul Culver ITB 24-17 PD.pdf
7.	Human Trafficking Affidavit	Human Trafficking Affidavit.pdf
8.	Paul Culver - ITB 24-17 Certificate of Insurance	Paul Culver - ITB 24-17 Certificate of Insurance.pdf

Julia Wiggins	Created/Initiated - 12/18/2025
Richard Colby	Approved - 12/18/2025
Junos Reed	Approved - 01/29/2026
Sue Wang	Approved - 01/31/2026
Matthew Jones	Approved - 02/03/2026
Wayne Clark	Final Approval - 02/06/2026

CHANGE ORDER NO. 1
 To EJCDC Agreement, dated April 1, 2025
PAUL CULVER CONSTRUCTION, INC. Contractor

Project: ITB 24-17 Port Orange Police Department Generator Replacement

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$734,000.00	Original Contract Times: 365 days Final Completion: September 10, 2026 (NTP Effective date September 10, 2025)
Net changes from previous Change Order: N/A	Changes in contract time from previous Change Orders: N/A
Contract Price prior to this Change Order: \$734,000.00	Contract Completion Date prior to this Change Order: September 10, 2025
Net Increase (decrease) of this Change Order: No. 1 \$59,081.12	Changes in contract time requested this Change Order: No. 1 30 days
Contract Price with all approved Change Orders: \$793,081.12	Contract Times with all approved Change Orders: Final Completion: October 10, 2026

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the EJCDC Agreement (CA8645) entered into by and between the parties on April 1, 2025.
- II. REQUIRED CHANGES: Change Order is necessary to request an additional 30 days to move the Final Completion date from September 10, 2026, to October 10, 2026, and to provide additional funding for Field Change Order No 1 and Field Change Order No 2 for additional work necessary to complete project. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: Change Order No. 1 is necessary to cover the cost of unforeseen conditions in the field that have been outlined in the attached "Field Change Order No. 1" and "Field Change Order No. 2". Additional time has also been requested to cover the additional work to be performed.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of EJCDC Agreement for ITB 24-14, subject to a limit up to but not to exceed **\$59,081.12**; revised agreement of **\$793,081.12**. 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:
PAUL CULVER
Paul Culver Construction, Inc.

By: _____
Richard Colby, Construction Manager

By: _____
Paul Culver, 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: _____



CHANGE ORDER

Change Order not valid until signed by Contractor and Owner

Project: ITB #24-17	Field Change Order No. 1
PORT ORANGE POLICE DEPARTMENT GENERATOR REPLACEMENT	Revised Date: 01/13/26
	Contract Date: 05/21/24

Contractor:
Paul Culver Construction, Inc.
1301 Beville Rd. - Suite #6
Dayton Beach, FL 32119

The Contract is Changed as Follows to incorporate the following additional Electrical Work as required:

- | | |
|--|-------------|
| 1.) Provide and install New Conduits & Wire to accommodate Generator Panels per RFI #04 & RFI #05 (CARTER ELECTRIC). | \$10,529.47 |
| 2.) Add (3) additional days of Supervision (24 Hrs. @ \$87/Hr.) | \$ 2,088.00 |

Sub-Total:	<u>\$12,617.47</u>
10% Overhead & Profit:	<u>\$ 1,261.75</u>
Grand Total:	<u>\$ 13,879.22</u>

The Original Contract Sum was	<u>\$734,000.00</u>
Net Change by Previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this Change Order was	<u>\$734,000.00</u>
The Contract Sum will be <input checked="" type="checkbox"/> INCREASED <input type="checkbox"/> DECREASED	<u>\$13,879.22</u>
<input type="checkbox"/> UNCHANGED	
The new Contract Sum including this Change Order will be	<u>\$747,879.22</u>
The Contract Time will be <input checked="" type="checkbox"/> INCREASED <input type="checkbox"/> DECREASED	<u>3 DAYS</u>
<input type="checkbox"/> UNCHANGED	

Contractor:
Paul Culver Construction, Inc.
1301 Beville Rd. - Suite #6
Daytona Beach, FL 32119
By: Paul Culver *Paul K. Culver*
Date: 01/13/2026

Architect:
Mead & Hunt, Inc
4401 Eastport Parkway
Port Orange, FL 32127

Owner:
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
By:
Date:

End of Charge Order

To be completed by the Project Manager
 Project Manager recommends approval
PM: Kevin B. Flynn - Project Manager
Date: Tuesday, January 13, 2026



carter electric company, inc. contractors – engineers

231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114-4197

EC0000265
EC0002058

TELEPHONE: 386/255-1418
FAX: 386/255-3429
www.carterelectric.com

PROPOSED CHANGE NOTICE

Client Address:

Carter Electric Co., Inc.

231 Jean Street
Daytona Beach, Florida 32114

CCN # 1
Date: 9/25/2025
Project Name: Port Orange Police Station
Project Number: Port Orange Police Station
Page Number: 1

Work Description

A. BRIEF DESCRIPTION OF THE WORK

1. Provide and install new conduits to accommodate generator panels, per RFI #4 and #5.

. NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:

1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Painting
2. Cutting of floors, walls, and/or ceilings.
3. Patching of floors walls and/or ceilings.
4. Premium time, weekends, holidays, and overtime.
5. Additional permit fees.
6. Engineering fees.

D. TERMS:

1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 7 days from the date of noted above.
 - i. DUE TO CURRENT MARKET CONDITIONS.
3. We request a time extension of () additional days to complete this additional work.
 - i. Additional time extension starts upon receipt of necessary materials.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
1 1/2" CONDUIT - EMT	60	144.38	4.80
1 1/2" ELBOW 90 DEG - EMT	2	4.87	1.00
1 1/2" CONN SS STL - EMT	4	4.78	0.80
1 1/2" COUPLING SS STL - EMT	8	10.15	2.00
1 1/2" LOCKNUT - STEEL	4	0.75	0.32
1 1/2" BUSHING - PLASTIC	4	0.79	0.26
1 1/2" EMT OR 1 1/4" RMC CLAMP - BTM MNT TO 5/8" FLNG BEAM CLAMP	6	31.59	0.90
1 1/2" CONDUIT - PVC40	500	345.90	45.65
1 1/2" ELBOW 90 DEG - PVC40	6	17.54	2.55
1 1/2" COUPLING - PVC	8	3.53	2.48
1 1/2" ADAPTER MALE - PVC	4	2.14	0.80
# 1 THHN BLACK	672	1,366.79	11.34
# 1 THHN RED	672	1,366.79	11.34

ORIGINAL

PROPOSED CHANGE NOTICE

Client Address:

Carter Electric Co., Inc.

231 Jean Street
Daytona Beach, Florida 32114

CCN # 1
Date: 9/25/2025
Project Name: Port Orange Police Station
Project Number: Port Orange Police Station
Page Number: 2

Description	Qty	Total Mat.	Total Hrs.
# 1 THHN WHITE	672	1,366.79	11.34
# 3 THHN GREEN	672	952.72	10.00
60A 2P BREAKER BOLT-ON	2	52.20	0.62
Totals	3,296	5,671.71	106.20

Summary

General Materials		5,671.71
General Materials Adjustment		850.76
Material Tax	(@ 6.500 %)	423.96
Total Material		6,946.43
ELECTRICIAN	(53.10 Hrs @ \$50.00)	2,655.00
FOREMAN	(53.10 Hrs @ \$55.00)	2,920.50
Subtotal		12,521.93
Overhead	(@ 10.000 %)	1,252.19
Markup	(@ 5.000 %)	688.71
Subtotal		14,462.83
Credit		-3,933.36
Final Amount		\$10,529.47

CONTRACTOR CERTIFICATION

Name:	_____
Date:	_____
Signature:	_____
I hereby certify that this quotation is complete and accurate based on the information provided.	

CLIENT ACCEPTANCE

CCN #	1
Final Amount:	\$10,529.47
Name:	_____
Date:	_____
Signature:	_____
Change Order #:	_____
I hereby accept this quotation and authorize the contractor to complete the above described work.	

Work Description

ORIGINAL



CHANGE ORDER

Change Order not valid until signed by Contractor and Owner

Project: ITB #24-17
 PORT ORANGE POLICE DEPARTMENT GENERATOR REPLACEMENT

Field Change Order No. 2
 Revised Date: 01/13/26
 Contract Date: 05/21/25

Contractor:
 Paul Culver Construction, Inc.
 1301 Beville Rd. - Suite #6
 Daytona Beach, FL 32119

The Contract is Changed as Follows to incorporate the following additional work and unforeseen conditions as required:

1.) Remove 4" Gas Line to old Generators and run new gas lines from Meter to Stub Out for Water Heaters (RICKY O'NEAL).	\$	5,100.00
2.) Saw cut and remove Mechanical Room Door and Equipment Pad (SPEEDY CONCRETE).	\$	4,173.00
3.) Provide New Door & Hardware per specifications (MILLS & NEBRASKA).	\$	9,642.03
4.) Complete installation of New 3070 Door (PCC).	\$	500.00
5.) Repair drywall at Mechanical Room as required (PCC).	\$	2,000.00
6.) Complete Painting in Mechanical Room as required (PCC).	\$	350.00
7.) Relocate VFD and Controls as required to install new ATS (DG MEYER).	\$	3,560.00
8.) Demo and sawcut Existing footer conflicting with duct bank (SPEEDY CONCRETE).	\$	3,465.00
9.) Remove existing Footer conflicting with Generator Pad and dispose of off site (ROCK BOTTOM).	\$	400.00
10.) Provide (4) Bollards at Docking Station, concrete filled and painted (ROCK BOTTOM CONCRETE).	\$	3,000.00
11.) Additional Form & Concrete work to raise Generator Pads (ROCK BOTTOM CONCRETE).	\$	2,740.00
12.) Extend Generator Slab	\$	3,200.00
13.) Relocate Generator Pad per City of Port Orange due to previous flooding including required fill, grading, etc. including Deduct to eliminate installation of 2" Force Main (DREWRY).	\$	(3,427.00)
14.) Furnish and install one (1) Door Contact in the New Door Frame (CARTER)	\$	2,319.61
15.) Additional Supervision (1 week @ \$3,480.00)	\$	3,480.00
16.) One Additional Dumpster	\$	590.00
17.) Add an ASCO Remote Annunciator & Kirk Key and conduct training (RING POWER)	\$	4,581.00

Sub-Total:	\$	41,092.64
10% Overhead & Profit:	\$	4,109.26
Grand Total:	\$	45,201.90

The Original Contract Sum was	\$	734,000.00
Net Change by Previously authorized Change Orders	\$	13,879.22
The Contract Sum prior to this Change Order was	\$	747,879.22
The Contract Sum will be <input checked="" type="checkbox"/> INCREASED <input type="checkbox"/> DECREASED	\$	45,201.90
<input type="checkbox"/> UNCHANGED		
The new Contract Sum including this Change Order will be	\$	793,081.12
The Contract Time will be <input checked="" type="checkbox"/> INCREASED <input type="checkbox"/> DECREASED	10	DAYS
<input type="checkbox"/> UNCHANGED		

Contractor:
 Paul Culver Construction, Inc.
 1301 Beville Rd. - Suite #6
 Daytona Beach, FL 32119

Architect:
 Mead & Hunt, Inc
 4401 Eastport Parkway
 Port Orange, FL 32127

Owner:
 City of Port Orange
 1000 City Center Circle
 Port Orange, FL 32129

By: Paul Culver *Paul K. Culver*
 Date: 01/13/2026

By:
 Date:

End of Charge Order

To be completed by the Project Manager
 Project Manager recommends approval
PM: Kevin B. Flynn - Project Manager
Date: Tuesday, January 13, 2026



494 Western Road | New Smyrna Beach, Florida 32168
386-566-2371 | rickyonealrsd@gmail.com

RECIPIENT:

Paul Culver Const.

201 Osceola Ave
Daytona beach, FL 32114

Quote #271

Sent on	Sep 23, 2025
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Total	\$5,100.00
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SERVICE ADDRESS:

4545 South Clyde Morris Boulevard
Port Orange, Florida 32129

Product Service	Description
Job description	To remove 4" gas line to old generators and run new gas line from meter to stub out for water heaters.

Total	\$5,100.00
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This quote is valid for the next 30 days, after which values may be subject to change.

Signature: _____ Date: _____



DATE: 10/08/2025

INVOICE NO: ORL014462

2579 NW 19th Street
 Fort Lauderdale, FL 33311
 Toll Free: (800) 730-7201
 Fax: (954) 730-0650
 www.speedycon.com

JOB NAME
PORT ORANGE PD
JOB ADDRESS
4545 S CLYDE MORRIS BLVD, PORT ORANGE

TO:
PAUL CULVER CONSTRUCTION, INC.
 201 OSCEOLA AVE
 DAYTONA BEACH, FL 32114

OFFICE PHONE	P.O. NUMBER	JOB NUMBER
386 763-4190	24-177-04	

REFERENCE #	CUSTOMER ID	PAYMENT TERMS	DUE DATE
	CPAU575	Net 30	11/07/2025

SCOPE OF WORK COMPLETED

DESCRIPTION	AMOUNT
HAND/SAW - CHAINSAW - SLAB/SAW WET/VACUUM SLURRY HS/CS (1) SAWCUT ON 39" WIDE X 8' TALL METAL DOOR TO CUT PERIMETER AND REMOVE (OVERCUTS) SS (1) 21'LONG X 8' WIDE X 14" TO 16" THICK EXTERIOR EQUIPMENT PAD TO CUT INTO APPROX. 2' X 4' PIECES FOR CONTRACTOR TO REMOVE WITH (NO OVERCUTS) INTO SLAB TO REMAIN. SPEEDY VACUUM SLURRY AND REMOVE DOOR FRAME TO THE SIDE.	\$4,173.00
TOTAL PRICE = \$3,975.00 FUEL CHARGE - 5% = \$198.00	
JOB DATE(S): OCTOBER 8	
Subtotal	\$4,173.00
Total	\$4,173.00

WE ASSUME NO RESPONSIBILITY FOR LAYOUT OR BURIED UTILITIES.

IMPORTANT: PLEASE FORWARD PAYMENT AS AGREED. IF THERE ARE ANY QUESTIONS, CALL IMMEDIATELY. WE THANK YOU FOR ALLOWING SPEEDY CONCRETE CUTTING, INC. HELP MAKE YOUR JOB A SUCCESS.

TERMS: NET 30 DAYS Invoice due within thirty (30) days from date of invoice. If action or suit brought by Speedy Concrete Cutting to collect any amount due or owing under this bill, customer agrees to pay all costs of collection including reasonable attorney's fees plus interest at the rate of 1.5% per month (18% per annum). WE ASSUME NO RESPONSIBILITY FOR LAYOUT OR BURIED UTILITIES. Prices subject to change if conditions on job vary from quotation.

Orlando: Pay Online

LOOKING FORWARD TO WORKING WITH YOU AGAIN!



Sales Quote

Mills & Nebraska
 2721 Regent Avenue
 Orlando, FL, 32804
 Phone: 407-298-5600

Web: www.millsnebraska.com

Quote Nbr.: Q007996
 Order Date: 11/10/2025
 Valid Until:
 Sales Person: Timothy Smith
 Phone: 407-298-5601
 Email: TSmith@millsnebraska.com
 Customer ID: C000296
 Description: PO PD GENERATOR ROOM
 Reference:
 Payment Terms: N30
 For: Kevin Flynn

FOR:
 PAUL CULVER CONSTRUCTION INC
 201 OSCEOLA AVE
 DAYTONA BEACH FL 32114
 United States of America

SHIP TO:
 PAUL CULVER CONSTRUCTION INC
 201 OSCEOLA AVE
 DAYTONA BEACH FL 32114
 United States of America

BILL TO:
 PAUL CULVER CONSTRUCTION INC
 201 OSCEOLA AVE
 DAYTONA BEACH FL 32114
 United States of America

NO.	ITEM	QTY.	UOM
1	SHMD: 3070 16 GA GALV PREP FOR EXIT DEV WIND AND FIRE RATED	1.0000	EA
2	SHMF: 3070 16 GA GALV WELDED WITH 4" HEAD RIM PANIC AND CLOSER REINFORCE WIND AND FIRE RATED	1.0000	EA
3	110004: ANCHOR SLEEVE BOLT 3/8 X 5" FLAT CMU	10.0000	EA
4	SHI: IVES 224XY 83" 628	1.0000	EA
5	SMISC: DOOR CORD DC-18-16 32D	1.0000	EA
6	SED: VON RX-QUL-HH-98-L-NL-F-07-SNB-24V DC	1.0000	EA
7	SLO: SCH RIM HOUSING 20-079-26D	1.0000	EA
8	SLO: SCH FSIC 23-030 X 26D	1.0000	EA
9	SCL: LCN 4040XP S CUSH X 689	1.0000	EA
10	190005: ROC KICKPLATE 10 X 34 US32D	1.0000	EA
11	170006: PEM RAIN DRIP 346C 40, UL10C 2 1/2 PROJECTION	1.0000	EA
12	170001: PEM ADHESIVE W/S S88D 17,1/4"H, SOUND & SMOKE RATED	1.0000	EA
13	172002: PEM DOOR SWEEP 307AV 36, UL10C, SMOKE RATED	1.0000	EA
14	171014: PEM BUMPER THRESHOLD 2005AT 36, 1/2 H X 5 W, ADA, PANIC LTCH	1.0000	EA
15	FRT0: Freight Out		
16	QUOTE BASED UPON A 3070 DOOR AND FRAME WITH 4" HEAD	0.0000	

Signature: _____

Subtotal: 9,106.51
Tax Total: 535.52
Total (USD): 9,642.03

Terms and Conditions

Returns and Refunds

Stock Returns: Distributor may return stock items within [30] days of purchase. Items must be in their original, unopened packaging and in resalable condition. A restocking fee of [15%] of the item price will be applied.

Special Order Returns: Special order items are not subject to return unless defective upon receipt. Defective items must be reported within [5] business days of delivery for a replacement or credit to be issued.

Return Authorization: All returns require prior authorization. Unauthorized returns will not be accepted.

Payment Terms

Credit Card Payments: Payments made by credit card will incur a processing fee of [3%]. This fee will be added to the total invoice amount.

Quote Validity

Quote Period: Quotations provided by Supplier are valid for [30] days from the date of the quote. After this period, quoted prices are subject to change without notice.

Shipping and Handling

Delivery: Supplier is not responsible for delays in delivery due to circumstances beyond its control.

If installation is included an additional trip charge will be added if at no fault of Mills & Nebraska the site or opening is not ready for install



AIR CONDITIONING · HEAT
 SHEET METAL
 P.O. Drawer 730008 · Ormond Beach, Florida 32173-0008
 Daytona 253-7774 · Fax 255-9431
www.dgmeyer.com
 Fla. St. License · #CMCO57027 · #CMC1250907 ·
 Ga. St. License #CN 007951 · Electrical License #EC 13005098

To: Paul Culver Construction
 Attn: pm@paulculverconstruction.com

Date: 11/3/2025

TO WHOM IT MAY CONCERN:

D. G. Meyer, Inc proposes to furnish and install Heating, Ventilation and Air Conditioning (HVAC) System in **Port Orange Police Department Relocate VFD** in accordance with plan sheets (N/A) dated: and specification sections (Division 23) as applicable to HVAC), with the following clarifications:

- 1) **Revisions** received 0.
- 2) **Addendums** received 0.
- 3) This proposal is based on an unaltered A1A subcontract agreement. NOTE: We do NOT relinquish our lien right against the owner. Additional insured clauses, bonds and permits incur additional charges.
- 4) We pledge to pay our suppliers and subcontractors within 5 days of receipt of payment from contractor, not necessarily before.
- 5) Since our bid is based on numerous 30-day quotations, we need your acceptance within 28 days of today to be certain we can hold this price.
- 6) Where the price of material, equipment, or energy increase significantly during the term of the contract due to catastrophic events that are not foreseen by the Contractor, the contract sum shall be equitably adjusted by change order as provided for in the General Conditions of this Agreement. A significant price increase means a change in price from the date of the contract execution to the date of performance by an amount exceeding two (2) percent. Such price increases shall be documented by vendor quotes, invoices, catalogs, receipts or other documents of commercial use. Quote is based on standard 40-hour work week)
- 7) **Clarifications:** Coordinate relocation of VFD with electrical contractor, ABC Controls and general contractor.
- 8) **Exclusions:** Structural steel, roofing, concrete pouring, cutting & patching, weather proofing, caulking, roof penetrations, asbestos testing & abatement, painting.

TOTAL INSTALLED PRICE..... \$3,560.00

If you have any questions, please feel to give me a call (386) 253-7774.

Proposed this 3rd day of November 2025, by Steven Longfritz, for seller.
 Steven Longfritz Project Manager

In consideration of the sale, delivery or installation of the above-described materials, the Undersigned personally guarantees payment of the amounts contained herein.

Accepted this _____ day of _____, 2025, by/for _____
PURCHASER



820 W. Gore Street
Orlando, FL 32805
Office - 407.786.3766

FT. LAUDERDALE ♦ ORLANDO ♦ TAMPA
JACKSONVILLE ♦ FT. MYERS

CUSTOMER COMPANY NAME		
Paul Culver Construction, Inc		
CUSTOMER #	COMPANY STREET ADDRESS	
CPAU575		
CITY	STATE	ZIP CODE
EMAIL TO SUBMIT INVOICE		DATE
pm@paulculverconstruction.com		10/28/25
BID REQUESTED BY	CONTACT PHONE	ESTIMATOR
kevin Flynn	407-810-8696	Ernesto

JOB ADDRESS		CITY
4545 S Clyde Morris Blvd		Port Orange
COMPLETE LEGAL JOB NAME		
Port Orange PD		
CROSS STREET - DIRECTIONS - MEETING POINT		
PRIMARY CELL #	P.O. NUMBER	JOB NUMBER
JOB ORDERED BY	DATE ORDERED	ORDER TAKEN BY
Same	10/28/25	Ernesto Almonte
GENERAL CONTRACTOR		SITE CONTACT CELL NUMBER
Same		407-810-7045
START DATE	DAY	TIME
10/29/25		8:00 AM
		CONTACT ON JOB
		Josue

OSHA POLICY GOVERNING LOCK OUT TAG OUT PROCEDURES"

To ensure compliance with the OSHA Standard 1910.333 for the Construction Industry governing ELECTRICAL HAZARDS, specifically 1926.41(a)(1), (2) and (3) and to safeguard ANY workers that may come in contact with Electrical Hazards within our areas of work, it is Speedy Concrete Cutting, Inc. policy that ALL electrical circuits within our areas of work be de-energized and Lock Out Tag Out procedures performed OR that utility locates have been performed and proof provided by the customer PRIOR to Speedy Concrete Cutting's performance of work on site. Upon site arrival the SCC operator shall ascertain by inquiry and direct inspection that ALL electrical circuits that may conflict our scopes of work are de-energized and LOTO procedures performed OR that utility locates, performed by a licensed provider, clearly identify ALL of those circuits. This explicit agreement shall be agreed upon and acknowledged by the customer prior to the scheduling of work /

SPEEDY CC SPECIALITY/SHOP EQUIPMENT OPTIONS				WATER & ELECTRIC AND CONTRACTOR SUPPORT					
DISTANCE TO TRUCK	50' ft	SCC 2ND MAN	QTY.	NO	WATER	50' ft	Truck	RESPIRATOR RQRD	Yes
480V CORDS		WET VAC	QTY.	NO	110v POWER	50' ft	Truck	LABORER	QTY.
SCAFFOLD/TIERS		55 G DRUMS	QTY.		LIFT	FT	N/A	PLYWOOD	QTY.
MAN LIFT - REACH		5K LULL	QTY.		SCAFFOLD/TIERS			SHORING	QTY.

TOOL	QTY	HOURS	DESCRIPTION OF SAWCUTTING AND REMOVAL SCOPES OF WORK	UNIT PRICE	TOTAL PRICE
			Flushcut - Hand/saw - Chainsaw		
			(Footer & Stem Wall Demo)		
			SCC will perform the sawcutting of an existing poured stem wall and footer. Sawcut (1) 5' long x 6" - 8" wide x 18" deep stem wall.		\$3,300.00
			(1) 5' long x 48" wide x 12" thick footer. All cuts will be made to achieve the final depth and dimensions.		
			* Speedy to perform scope of work per customer request. The dimensions for scope were provided by the customer.		
			** Customer to provide layout, ensure the work area is free and clear of utilities, remove and dispose of concrete material.		
			Fuel Charge - 5%		\$165.00
NOTES AND CONDITIONS	THIS PRICE BASED ONE 1 MOVE IN @ REGULAR HRS (7AM-3:30PM). NOTE: The customer is responsible to cover any open holes as a result of our work.				
TOTAL HRS.			TOTAL PRICE		\$ 3,465.00

THE FOLLOWING ITEMS ARE EXCLUDED FROM ANY SPEEDY CONCRETE CUTTING SCOPE(S) OF WORK AND ARE SOLELY THE RESPONSIBILITY OF THE CUSTOMER/CONTRACTOR : 1. Locating, marking, protecting or capping ALL utilities within our areas of work. 2. Protecting and/or cleaning of all surrounding areas to remain from water, dust, etc. unless otherwise specified 3. Barricading and safeguarding of created openings. 4. Shoring and/or bracing of structural areas to remain. 5. Designation and maintenance of M.O.T. if required 6. Layout to define the limits of sawcutting, coring or demolition.

STANDARD CONDITIONS: Price based on 1 move in at regular weekday hours unless otherwise specified. Delays beyond the control of Speedy Concrete Cutting will be charged as stand-by at a rate of \$180.00 per hour. No bonding is included. Our current insurance limits are acceptable and no consideration is extended for OCIP/CCIP programs unless otherwise noted. Prices are good for 30 days from quoted date and subject to change if the scope of work/conditions change.

TERMS OF PAYMENT: Net 30 days with no retainage held. Monies owed after 30 days are subject to 18% interest per annum. If actions or suit are brought by Speedy Concrete Cutting to collect ANY funds due under this bill, the customer agrees to pay ALL collection costs including reasonable attorney fees.

SPEEDY CC, INC. REPRESENTATIVE	<i>Ernesto Almonte</i>	CUSTOMER ACKNOWLEDGEMENT
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Wall Sawing - Core Drilling - Wire Sawing - Flat Sawing - Diamond Grinding - Breaking - Removal



CHANGE ORDER

05/24/2025

Customer Name

Paul Culver Construction

Job Location

Port Orange Police Department

Description of Work

*Install 4 ballards around docking station

*Cost to raise slab and additional concrete 8yds @ 286.00 yd

*Removal of footing

Price

\$3,000.00

\$2,740.00

\$ 400.00

TOTAL \$6,140.00

Peter Lutz

Rock Bottom Concrete Construction

956 Teresa Street

Daytona Beach FL, 32117

386-270-6636



CHANGE ORDER

12/19/2025

Customer Name

Paul Culver Construction

Job Location

Port Orange Police Department

Description of Work

*extend generator slab

*Remove and replace concrete that Carter Electric broke

*Resurface concrete paving

*site finish grading

Price

\$3,200.00

\$3,240.00

\$700.00

\$800.00

TOTAL \$7,940.00

Peter Lutz

Rock Bottom Concrete Construction

956 Teresa Street

Daytona Beach FL, 32117

386-270-6636



Drewry Site Development LLC
 400 Venture Drive, Suite F
 South Daytona, FL 32119
 (386) 313-3220

REQUEST FOR CHANGE ORDER

11/26/2025

TO:
 Paul Culver Construction
 201 Osceola Ave
 Daytona Beach, FL

PROJECT: Port Orange Police Department Generator Replacement

CO #1: Force Main Relocation Deduct

	Quantity	Unit Cost	Total Cost
Deduct - Install 2" Force Main Description: The GC and City have informed us that the force main is no longer required and therefore does not need to be relocated or reinstalled.	-80 ft	\$40.25	-\$3,220.00
Deduct - Demo Existing Force Main Description: The GC and City have informed us that the force main is no longer required and therefore does not need to be relocated or reinstalled.	-80 ft	\$25.30	-\$2,024.00
Deduct - Install Fittings	-1 ea	\$287.50	-\$287.50
Demo Concrete Pad	1 ea	\$977.50	\$977.50
Install Extra Fill	1 ea	\$1,127.00	\$1,127.00
	--	-\$3,427.00	-\$3,427.00

Summary

Subtotal - \$3,427.00

Change Order Total:
-\$3,427.00

Acceptance of Change Order

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to work as specified. Payment will be made as outlined in contract or as listed above.

 Signature Date

 Print Name Title

Proposal Prepared By:

Scott Drewry | Drewry Site Development LLC | (386) 313-3220 | Estimating@DrewrySite.com

Ring Power**OLYMPIAN™
GENERATORS****Your North and Central Florida Caterpillar Dealer**

ST. AUGUSTINE
500 World Commerce Prkwy
St. Augustine, FL 32092
904-737-7730

TALLAHASSEE
4752 Capital Circle NW
Tallahassee, FL 32303
850-562-1622

OCALA
6202 N US 301/441
Ocala, FL 34475
352-732-4600

ORLANDO
9901 Ringhaver Dr.
Orlando, FL 32824
407-855-6195

TAMPA
9797 Gibsonton Dr
Riverview, FL 33569
813-671-3700

SALES**SERVICE****PARTS****LEASING****RENTALS****QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT**

DATE: 1/13/26

QUOTATION NO: JB23026-1-CO1

CUSTOMER NAME: City of Port Orange
Management

ADDRESS:

CITY/STATE/ZIP: , FL

CONTACT:

PHONE:

ESTIMATED SHIPPING LEAD TIME: **5 Weeks After release**

SHIPPING VIA/FOB: Jobsite

ESTIMATED SUBMITTAL LEAD TIME: **N/A weeks**

JOBSITE ADDRESS:

CITY/STATE/ZIP: Port Orange FL

PROJECT NAME: City of Port Orange PD – Change Order
#1

DESCRIPTION OF MATERIAL

UNIT PRICE

EXTENSION

Please ensure quote meets your expectations. Ring Power is pleased to offer this price per the Sourcewell Contract, formerly known as the National Joint Powers Alliance (NJPA) consortium. CAT Contract # 092222-CAT. Ring Power is authorized to use Sourcewell for Federal, State & Local Government projects.

For your reference, your Sourcewell Member ID is 29680

Ring Power provides this Change Order to Add an ASCO Remote Annunciator & Kirk-Key .
Training will be conducted during the Kirk-key & Remote Annunciator Service Call.

\$550,312.00 Original Contract Price
\$4,581.00 Change Order #1
\$554,893.00 Revised Contract Price

Quotation Accepted By: _____ Date: _____ Tax No.: _____

Customer: _____ Salesman's Signature: Jake Bechtol

Jake Bechtol, EPG & Industrial Engine Sales.

TERMS

- Used equipment is subject to prior sale.
- No sales tax is included.
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.
- Purchase is made in accordance to the Terms & Conditions of Sourcewell Contract Number 092222-CAT.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
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CAT DEALER ADDITIONS:

All receive 5% off List Price per Sourcewell or the typical sale price if no list price is available per the Sourcewell Contract

• One (1) New Remote Annunciator & ASCO Services		\$2,500.00
• Hardware • ASCO Service Tech		
• One (1) Kirk-Key Control Box & 3 Keys		\$2,081.00
• TOTAL NET PRICE PER SOURCEWLL CONTRACT# 092222-CAT		\$4,581.00

Purchase orders must include the current Sourcewell Contract Number 092222-CAT

Ring Power invoices in full for Equipment, Delivery & Services at the time of delivery.

The Start-up portion will be invoiced after completion per the above line item.

This quotation is valid for 30 days. Due to the fluctuating costs associated with key materials such as steel, aluminum, and copper, and other manufacturer delays beyond Ring Power's control, we reserve the right to review quotation pricing at the time of order and again at time of equipment release. If material costs increase by greater than 2%, Ring Power will update our quotation accordingly. We appreciate your understanding during this volatile time and look forward to partnering with you as we work through it together.

Exceptions & Clarifications:

NOTE:

Notice to Buyer:

The Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from or associated with the COVID-19 pandemic or any future epidemic, and the Buyer shall not be entitled to any damages including but not limited to liquidated, special, consequential, or punitive, resulting thereof. Furthermore, the Seller's product lead times are based upon the information provided to Seller from its suppliers at the time of quotation. The Buyer accepts that lead times for products can change and do so without notice and due to reasons, that are beyond any control of the Seller. As such, the Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from lead times that extend past those originally quoted, and Buyer shall not be entitled to any damages resulting thereof.

1. The above price includes start-up, testing, and customer training (during normal business hours, Monday-Friday, 8 AM - 4PM). Equipment installation must complete and equipment ready to start-up. This includes all auxiliary power for generator/enclosure accessories, interconnect wiring, Remote Annunciators, etc. If there are questions regarding the locations for termination, our Project Manager will assist you. Return service calls due to incomplete installation (outside of Ring Power's control) may result in additional charges.
2. Training that is to be videotaped, requires Ring Power approval in advance. RPC "Video Recording Agreement" / waiver signed by the customer / end-user in advance. Videographer / Recording Equipment to be provided by others.
3. No installation (including shipped loose accessories), labor, conduit, wire, equipment off loading, anchor bolts, pad, fuel or fuel piping, DEF - Diesel Exhaust Fluid (when required), natural gas piping and gas flow meters is included
4. Third Party Testing provided by others (i.e. NETA, Infrared Scanning, etc...)
5. Generators provided with a Circuit Breaker(s) 800 Amps or larger are provided with Buss Bar only, Lugs are provided by others.
6. In some cases, based on the generator set package weights and dimensions, items may ship loose and must be re-assembled by the contractor on site. Those items might include the fuel tank, load frame & generator, generator enclosures, mufflers, stairs, platforms, etc...

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
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7. For fuel tanks over 550 Gallons, it is the Contractor or Owners responsibility to notify the appropriate State, and/or local regulatory agencies prior to delivery of the fuel storage tank so that it can be inspected prior to fueling. The FDEP Registration form can be found in the Ring Power Submittal or on-line in the link below. Per FDEP Breach of Integrity Testing Guidance, tanks will ship from the factory with a vacuum/gauge installed. On-site testing is not included.
 - Storage tank registration is available online through the DEP Business Portal in lieu of the paper form:
 - DEP Business Portal can be found: <http://www.fldepportal.com/go/submit-registration>
 - Instructions on how to navigate the DEP Business Portal can be found on the DEP Registration web page: <http://www.dep.state.fl.us/waste/categories/tanks/pages/registration.htm>
8. NO SALES TAX INCLUDED
9. Proposal is based on information supplied by the Customer.
10. 100% February 2023 Specifications & drawings were received (3/14/23) and reviewed. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
11. Under no circumstances does Ring Power accept any flow down provisions without specific written agreement between Ring Power and Buyer
12. Ring Power will be supplying equipment as described in this Quote and below Equipment Bill of Material.
13. No equipment will be ordered without an approved Purchase Order.
14. Equipment ordered to meet a specific delivery date, that is then delayed once equipment is received by Ring Power may be billed as Stored Material. This applies when the project is delayed outside of Ring Power's control.
15. Equipment shipped will be invoiced for at the time of delivery.
16. **Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to insure that we are providing quality equipment that fits our customer's needs.** If you need any assistance, please contact your sales representative.

Thank you for considering Ring Power Systems for your generator needs.

Jake Bechtol

Jake Bechtol

Ring Power Corporation
 Electric Power Generation & Industrial Engine Sales
 (407) 472-6242 Office – (407) 438-0922 Fax – (321) 288-1242 Cell
jake.bechtoll@ringpower.com

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 **Paul Culver Construction, Inc., 201 Osceola Avenue, Daytona Beach, Florida 32114** (“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:

The demolition and removal of two (2) existing generators and transport and installation of two (2) new permanent diesel generators. This includes one (1) docking station; one (1) automatic transfer switch; parking lot improvements; staircase and platform generator appurtenances, existing gas utility modifications, concrete modifications and associated electrical and instrumentation upgrades.

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 24-17 Police Department Generator Replacement.

ARTICLE 3—ENGINEER

3.01 The part of the project that pertains to the Work has been designed by William B. Black, P.E., Structural Engineer of Record, Keff S. Kurella, P.E., Electrical Engineer of Record, and the Project Engineer, Eric Studstrup, P.E. , all of Mead and Hunt, Inc. Project Engineer, Eric Studstrup, P.E. (“Engineer”), of Mead and Hunt, Inc. 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 365 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.

4.04 *Milestones* – Deleted in its entirety.

4.05 *Liquidated Damages*

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

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

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

- C. Deleted in its entirety.

4.06 *Special Damages* - Deleted in its entirety.

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

ARTICLE 5—CONTRACT PRICE

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

- A. Deleted in its entirety.
- B. For all Unit Price Work in accordance with Paragraph 13.03 of the General Conditions, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
See Exhibit No. 1 Contractor's Bid Schedule.					
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$734,000.00

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

- C. Deleted in its entirety.
- D. For all Work, at the prices stated in Contractor's Bid Schedule, 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 11, inclusive).
2. Bonds:
 - a. Combination Payment and Performance bond, together with power of attorney, (pages 1 to 4, inclusive).
3. General Conditions (pages 1 to 75, inclusive).
4. Deleted in its entirety.
5. Deleted in its entirety.
6. Drawings, on file with City Engineer, Junos Reed (pages 1 to 15, inclusive).
7. Addendum No. 1 (pages 1 to 2, inclusive).
8. Addendum No. 2 (page 1, inclusive).
9. Addendum No. 3 (pages 1 to 2, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit No. 1 Contractor's Bid Schedule (page 1, inclusive).
 - b. Exhibit No. 2 Contractor's Proposal (pages 1 to 37, inclusive).
 - c. Exhibit No. 3 Composite Exhibit No. 3 City's ITB 24-17 Police Department Generator Replacement (pages 1 to 154, not attached, on file with office of the City Clerk).
11. 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.
- B. Any reference to Supplementary Conditions throughout this document, the C-520 Agreement between Owner and Contractor for Construction Contract (2018), and the EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), are hereby deleted in their entirety.

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 Majeure*

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

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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Contractor:

Paul Culver Construction, Inc.

(typed or printed name of organization)

By:


(individual's signature)

Date:

3-28-25
(date signed)

Name:

Paul K. Culver

(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:

ESTIMATING COORDINATOR
(typed or printed)

Address for giving notices:

201 Osceola Avenue

Daytona Beach, Florida 32114

Phone:

(386) 763-4190

Email:

paul@paulculverconstruction.com

License No.:

CGC059149

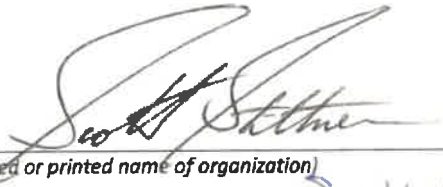
State:

Florida

Owner:

City of Port Orange

(typed or printed name of organization)



By:

(individual's signature)

Scott Stiltner

Date:

(date signed)

4/11/2025

Name:

Scott Stiltner

(typed or printed)

Title:

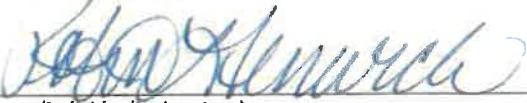
Mayor

(typed or printed)

Attest:

Robin L. Fenwick, MMC

(individual's signature)



Title:

City Clerk

(typed or printed)

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129

(386) 506-5500

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 Paul Culver Construction, Inc., 201 Osceola Avenue, Daytona Beach, Florida 32114 ("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:

The demolition and removal of two (2) existing generators and transport and installation of two (2) new permanent diesel generators. This includes one (1) docking station; one (1) automatic transfer switch; parking lot improvements; staircase and platform generator appurtenances, existing gas utility modifications, concrete modifications and associated electrical and instrumentation upgrades.

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 24-17 Police Department Generator Replacement.

ARTICLE 3—ENGINEER

3.01 The part of the project that pertains to the Work has been designed by William B. Black, P.E., Structural Engineer of Record, Keff S. Kurella, P.E., Electrical Engineer of Record, and the Project Engineer, Eric Studstrup, P.E., all of Mead and Hunt, Inc. Project Engineer, Eric Studstrup, P.E. ("Engineer"), of Mead and Hunt, Inc. and shall act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Dates*

A. Deleted in its entirety.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within ~~_____~~ 365 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.

4.04 *Milestones* – Deleted in its entirety.

4.05 *Liquidated Damages*

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

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

3. Deleted in its entirety.

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

C. Deleted in its entirety.

4.06 *Special Damages* - Deleted in its entirety.

A. Deleted in its entirety.

B. Deleted in its entirety.

C. Deleted in its entirety.

ARTICLE 5—CONTRACT PRICE

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

A. Deleted in its entirety.

- B. For all Unit Price Work in accordance with Paragraph 13.03 of the General Conditions, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
See Exhibit No. 1 Contractor's Bid Schedule.					
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$734,000.00

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

- C. Deleted in its entirety.
- D. For all Work, at the prices stated in Contractor's Bid Schedule, 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 ~~11~~, inclusive).
 - 2. Bonds:
 - a. Combination Payment and Performance bond, together with power of attorney, (pages 1 to 4, inclusive).
 - 3. General Conditions (pages 1 to 75, inclusive).
 - 4. Deleted in its entirety.
 - 5. ~~Deleted in its entirety. Technical Specifications, on file with City Engineer, Junos Reed (pages 1 to 11, inclusive).~~
 - 6. ~~Bid Set~~ Drawings, on file with City Engineer, Junos Reed (pages ~~1~~ to ~~15~~, inclusive).
 - 7. Addendum No. ~~1~~ (pages ~~1~~ to ~~2~~, inclusive).
 - 8. Addendum No. ~~2~~ (pages ~~1 to 2~~, inclusive).
 - 9. ~~Addendum No. 3 (pages 1 to 2, inclusive).~~
 - 910. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit No. 1 Contractor’s Bid Schedule (page ~~1~~, inclusive).
 - b. Exhibit No. 2 Contractor’s Proposal (pages ~~1~~ to ~~37~~, inclusive).
 - c. Exhibit No. 3 Composite Exhibit No. 3 City’s ~~ITB 24-17 Police Department Generator Replacement~~ (pages ~~1~~ to ~~154~~, not attached, on file with office of the City Clerk).
 - 1011. 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.
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10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
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- 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.

B. Any reference to Supplementary Conditions throughout this document, the C-520 Agreement between Owner and Contractor for Construction Contract (2018), and the EJCDC® C-700,

Standard General Conditions for the Construction Contract (2018), are hereby deleted in their entirety.

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 Majeure*

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

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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Contractor:

Paul Culver Construction, Inc.

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

Paul K. Culver

(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:

(typed or printed)

Address for giving notices:

201 Osceola Avenue

Daytona Beach, Florida 32114

Phone:

(386) 763-4190

Email:

paul@paulculverconstruction.com

License No.:

CGC059149

State:

Florida

Owner:

City of Port Orange

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

Scott Stiltner

(typed or printed)

Title:

Mayor

(typed or printed)

Attest:

Robin L. Fenwick, MMC

(individual's signature)

Title:

City Clerk

(typed or printed)

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129

(386) 506-5500

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. GM239133

PRINCIPAL:

Developer or Contractor: Paul Culver Construction, Inc.
Principal Business Address: 201 Osceola Avenue
Daytona Beach, Florida 32114
Contact Person: Paul K. Culver, President
Phone Number: (386) 763-4190

SURETY:

Address: Great Midwest Insurance Company
800 Gessner, Suite 600
Houston, Texas 77024
Contact Person: Julie Ratliff
Phone Number: (713) 935-0226

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: \$734,000.00 **City Case/Project No.** ITB 24-17 Police Department Generator Replacement

Description of Work: ITB 24-17 Police Department Generator Replacement

Project Location: City of Port Orange Police Department, 4545 Clyde Morris Boulevard, Port Orange, Volusia County, Florida 32127

Legal Description: Portions of Parcel ID#: 6307-00-00-0012
See Attached **Exhibit "A"**

Front Page

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

**City of Port Orange Parks & Recreation
4655 City Center Circle, Port Orange, FL 32129**

**Full Parcel ID:
08-16-33-00-06-0010**

**Short Parcel ID:
6308-00-06-0010**

**Legal Description:
A portion of the Parcel ID listed above.**

EXHIBIT "A"

Paul Culver Construction, Inc.

ITB 24-17 Police Department Generator Replacement

Bond No. GM239133

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

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

BY THIS BOND, We, **PAUL CULVER CONSTRUCTION, INC.** as Principal, and Great Midwest 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 **SEVEN HUNDRED THIRTY-FOUR THOUSAND AND 00/100 DOLLARS (\$734,000.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain EJCDC Agreement, having an effective date of April 1, 2025, entered into by and between the Principal and the City, for Police Department Generator Replacement, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(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 15 day of April, 2025.

Attest:

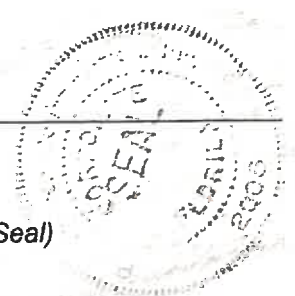
PAUL CULVER CONSTRUCTION, INC.

[Signature]
Paul Culver, Secretary
(As to Corporate Principal) Secretary

By: [Signature]
Paul K. Culver, President

[Signature]
(Witness to Principal)

(Corporate Seal)

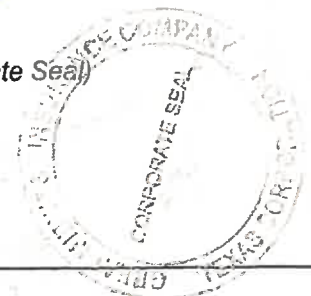


Great Midwest Insurance Company
(Surety)

[Signature]
Natalie C. Demers (Witness to Surety)

By: [Signature]
Name: Donald Bramlage, Attorney-In-Fact & Licensed FL Agent
(Attorney-in-Fact) Inquiries: 407-330-3990

(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

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

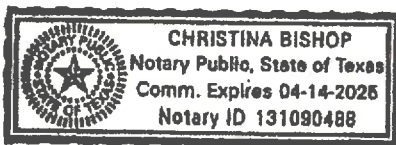


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 15th Day of April, 2025.



BY [Signature] Leslie K. Shaunty Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



**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: Paul Culver Construction, Inc
201 Osceola Avenue
Daytona Beach, FL 32114

PROJECT TITLE: ITB 24-17 Police Department Generator Replacement
PO-20250431 – Prj PW183

This **Notice to Proceed** issued to your company is for the above referenced project and in accordance with the EJCDC Agreement CA8645 under ITB 24-17 – Police Department Generator Replacement, dated April 4, 2025, and all terms and conditions of the agreement between the City of Port Orange and Paul Culver Construction, Inc. The **effective date** of this **Notice to Proceed** is **September 10, 2025**, with a **Final Completion** by **September 10, 2026 (365 days per EJCDC terms)**.

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: Richard Colby, Construction Manager

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

ISSUED BY:

Owner: City of Port Orange

This 2nd day of September, 2025.

By: [Signature]
Junos Reed

Title: City Engineer

ACCEPTANCE NOTICE:

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

Company: Paul Culver Const, Inc.

This 28 day of 8, 2025

By: [Signature]
Authorized Signer

Title: President

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Brown and Brown Insurance Services, Inc		NAMED INSURED Paul Culver Construction, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

INSURER D - CONTRACTORS POLLUTION LIABILITY:

POLICY #ANE542338725
 EFF:02/10/25-02/10/26
 \$1,000,000 EACH POLLUTION CONDITION
 \$1,000,000 AGGREGATE
 DED \$10,000 EACH POLLUTION INCIDENT

INSURER E - PROFESSIONAL LIABILITY:

POLICY # ANE542338725
 EFF: 02/10/25-02/10/26
 LIMIT: \$1,000,000

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY

- 1.) CG2010 1219 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
- 2.) CG2037 1219 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS
- 3.) CG2404 1219 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
- 4.) CG2001 1219 - PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION
- 5.) CG2503 0509 - PER PROJECT AGGREGATE; CAP AMOUNT \$5M

AUTO LIABILITY

- 1) CAT437 0216 - (ADDITIONAL INSURED, PRIMARY AND NONCONTRIBUTORY)
- 2) CAT340 0215 - (WAIVER OF SUBROGATION)

WORKERS COMPENSATION

- 1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

EXCESS LIABILITY

THE EXCESS LIABILITY APPLIES IN EXCESS OF THE GENERAL LIABILITY, AUTO AND EMPLOYERS LIABILITY.

Castro, Joseph

From: Don Sciotto <Don.Sciotto@bbrown.com>
Sent: Monday, February 17, 2025 9:50 AM
To: Castro, Joseph
Cc: office@paulculverconstruction.com; Brenda Klaus
Subject: [EXT] ITB 24-17 Police Department Generator Replacement -Certificates of Insurance

Good Morning Joseph,

The \$600,000 installation float amount includes coverage that property while in transit which would cover the motor cargo coverage limit required for motor cargo coverage. Below is the verbiage from the policy confirming the coverage is there as well. Please let me know if there are any additional questions for this coverage line item and I would be happy discuss!

INSTALLATION FORM

COVERAGE

1. Covered Property

a. We cover the property described for this coverage in the Declarations which is:

- (1) owned by you; or
- (2) for which you are legally liable.

b. Coverage applies to the property:

- (1) while it is in transit;
- (2) after arrival on the premises of installation;
- (3) while waiting for and during installation; and
- (4) until it is completely installed and accepted by the purchaser or until your interest in it ceases to occur first.

Don Sciotto, ARM, CRIS, CCIP, RCM

Senior Vice President

Office (386) 239-5755

Cell (904) 424-3193

don.sciotto@bbrown.com

Brown & Brown of Florida, Inc. (NYSE: BRO)

300 North Beach Street

Daytona Beach, FL 32114



bbinsurance.com



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/17/2026

SUBJECT: (B6c) Approval of the First Amendment to the Temporary License Agreement with Lakeside Jazz Festival, Inc.

DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the First Amendment to the Temporary License Agreement with Lakeside Jazz Festival, Inc. and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Lakeside Jazz Festival, Inc. has requested revisions to the current Temporary License Agreement between the City and Lakeside Jazz Festival, Inc. (LSJ)

Staff met with LSJ at their request to discuss some changes to their current agreement. After reviewing their requests and in an effort to be consistent with other License Agreements (such as Port Orange Community Trust), the following changes are being recommended:

- Change #9 to read: The Parks and Recreation Director and/or his/her designee shall be the designated manager of this Temporary License Agreement on behalf of the Licensor.
- Change #10 to read: Either party may terminate the Temporary License Agreement upon giving ninety (90) days prior written notice to the other party.
- Change contact information to: Lakeside Jazz Festival, Inc., David Martin, 801 Taylor Road, Port Orange, FL 32127

Both parties are also recommending the following additions to the Temporary License Agreement:

- Currently, the agreement has no end date. We would like to add an initial term of five (5) years, with two (2) optional five (5) year renewals.
- Add both Silver Sands Middle and Creekside Middle as schools receiving summer music camp scholarships from the proceeds from the Lakeside Jazz Festival.
- Add The REC, 4655 City Center Circle, Port Orange, FL 32129, as a location that can be utilized during the Lakeside Jazz Festival.
- Add an allotted amount of staff hours that can be used during the Lakeside Jazz Festival not to exceed the following:

-
- Parks and Recreation Staff: 100 Hours
 - Police Staff: 60 Hours
 - Fire Staff: 30 Hours
 - Barricade Coverage: 60 Hours
 - Total Hours: 250

This is consistent with other agreements managed by Parks and Recreation Staff.

PRESENTER: Peter Ferreira

ATTACHMENTS:

1.	First Amendment to Lakeside Jazz Fest License Agreement	First Amendment to Lakeside Jazz Fest License Agreement.pdf
2.	Executed Agreement 2018	Executed Agreement 2018.pdf

Peter Ferreira	Created/Initiated - 01/20/2026
Susan Lovallo	Approved - 01/23/2026
Sue Wang	Approved - 01/25/2026
Shannon Balmer	Approved - 02/04/2026
Wayne Clark	Final Approval - 02/06/2026

FIRST AMENDMENT TO TEMPORARY LICENSE AGREEMENT

THIS FIRST AMENDMENT TO TEMPORARY LICENSE AGREEMENT (“First Amendment”) is made and entered into this _____ day of _____, 2026 (“Effective Date”), by and between **CITY OF PORT ORANGE**, a chartered municipal corporation (as “Licensor”) and **LAKESIDE JAZZ FESTIVAL, INC.**, a Florida not-for-profit corporation (as “Licensee”) (collectively referred to as the “Parties”).

PREMISES

WHEREAS, Parties entered into a Temporary License Agreement for the non-exclusive use of the Licensed Premises, as defined therein, dated March 27, 2018 (“License Agreement”); and

WHEREAS, the Parties desire to amend the License Agreement to add the REC, located at 4655 City Center Circle, Port Orange, FL 32129, as a location that can be utilized during the Lakeside Jazz Festival; and

WHEREAS, the Parties desire to amend the License Agreement to add Silver Sands Middle and Creekside Middle as schools receiving summer music camp scholarships from the proceeds from the Lakeside Jazz Festival; and

WHEREAS, the Parties desire to amend the License Agreement to revise Paragraph 3 to establish a term of five (5) years, with two (2) optional five (5) year renewals; and

WHEREAS, the Parties desire to amend the License Agreement to revise Paragraph 9 to designate the Parks and Recreation Director as the designated manager on behalf of the Licensor; and

WHEREAS, the Parties desire to amend the License Agreement to revise Paragraph 10 to require ninety (90) days’ written notice for termination; and

WHEREAS, the Parties desire to amend the License Agreement to revise Paragraph 15 to update the contact information for the Licensee; and

WHEREAS, the Parties desire to amend the License Agreement to establish an allotted amount of staff hours that can be used during the Lakeside Jazz Festival; and

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

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The above recitals are hereby incorporated in and made a part of this First Amendment by this reference.

2. The first WHEREAS of the License Agreement is hereby deleted in its entirety and replaced with the following:

“WHEREAS, the Licensor is the owner of real property located at 1999 City Center Circle, Port Orange, FL 32129 - the site of the Lakeside Community Center (1,800 sq. ft. indoor facility); 2001 City Center Circle, Port Orange, FL 32129 - the site of the Kenneth W. Parker Amphitheater (includes a lighted stage, 700 spectator seat, and public restrooms); 1000 City Center Circle, Port Orange, FL 32129 - the site of Veteran’s Memorial Park; and 4655 City Center Circle, Port Orange, FL 32129 – the site of the REC, each a portion of Parcel No. 6308-00-06-0010, and Licensor also owns that portion of right-of-way known as City Center Circle. (Sometimes collectively referred to herein as “Property” or “Licensed Premises”); and”

3. The fourth WHEREAS of the License Agreement is hereby deleted in its entirety and replaced with the following:

“WHEREAS, the proceeds from the Lakeside Jazz Festival provide summer music camp scholarships for Atlantic High School, Spruce Creek High School, Silver Sands Middle School and Creekside Middle School students; and”

4. Paragraph 3 of the License Agreement is hereby deleted in its entirety and replaced with the following:

“3. The Licensee’s use of the Licensed Premises shall be limited to four (4) consecutive days each Spring, subject to scheduling with the Parks and Recreation Department, unless terminated or otherwise modified in accordance with the provisions specified herein. This Temporary License Agreement shall continue for a period of five (5) years from the effective date of the First Amendment, with two (2) optional five (5) year renewal terms thereafter, which may be exercised at the discretion of the City Manager. The Licensee may use the City of Port Orange logo for marketing its Lakeside Jazz Festival; however, any marketing materials containing the City of Port Orange logo shall be reviewed and approved by the Parks and Recreation Department prior to use by the Licensee.”

5. Paragraph 4 of the License Agreement is hereby deleted in its entirety and replaced with the following:

“Licensee may utilize City staff hours without charge during the Lakeside Jazz Festival not to exceed the following:

- Parks and Recreation Staff: 100 Hours
- Police Staff: 60 Hours
- Fire Staff: 30 Hours
- Barricade Coverage: 60 Hours

- Total Hours: 250

However, any additional City staff hours utilized in excess of those allotted hereinabove shall be charged at the rates set forth in the then-current Fee Resolution.

In consideration for the use of the Licensed Premises and the allotted staff hours, hereinabove, the Licensee agrees to provide in-kind contribution to the Licensor in the form of entertainment services. Licensee shall be obligated to provide up to four (4) band performances each year the License Agreement remains in effect, at the times and places as designated by the Licensor.”

6. Paragraph 9 of the License Agreement is hereby deleted in its entirety and replaced with the following:

“The Parks and Recreation Director shall be the designated manager of this Temporary Lease Agreement on behalf of the Licensor.”

7. Paragraph 10 of the License Agreement is hereby deleted in its entirety and replaced with the following:

“Either party may terminate this Temporary License Agreement upon giving ninety (90) days prior written notice to the other party, after which time this Temporary License Agreement shall be of no further force and effect. Notwithstanding the foregoing, in the event that the Temporary License Agreement is terminated after the Licensee has conducted its Jazz Fest at the Licensed Premises, the Licensee shall remain obligated to provide the entertainment services pursuant to paragraph 3 above for that year.”

8. Paragraph 15 of the License Agreement is hereby amended only as to the Licensee’s contact for notice to the following:

Licensee	Lakeside Jazz Festival, Inc. % David Martin 801 Taylor Road Port Orange, FL 32127
----------	--

9. The terms and conditions of the License Agreement shall remain in full force and effect except with respect to those matters specifically amended by this First Amendment.

10. This First Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile of an executed copy of this First Amendment shall be deemed valid as if an original signature was delivered.

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

WITNESSES:

LICENSOR

Printed Name _____

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

Printed Name _____

By: _____
Scott Stiltner, Mayor

Attest: _____
Robin Fenwick, MMC, City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this ____ day of _____, 2026, by Scott Stiltner, Mayor and Robin Fenwick, City Clerk, both duly authorized to execute the foregoing FIRST AMENDMENT TO TEMPORARY LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who [] are personally known to me, or [] have produced _____ as identification.

Notary Public, State of Florida at Large
Print or type or affix stamp with notary name, Commission and expiration date

WITNESSES:

LICENSEE

Lakeside Jazz Festival, Inc.
a Florida Not-for-Profit Corporation

Printed Name _____

By: _____
David Martin, President

Printed Name _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this ____ day of _____, 2026, by David Martin, President, duly authorized to execute the foregoing FIRST AMENDMENT TO TEMPORARY LICENSE AGREEMENT on behalf of **Lakeside Jazz Festival, Inc.**, a Florida Not-for-Profit Corporation, and who [] is personally known to me, or [] has produced _____ as identification.

Notary Public, State of Florida at Large
Print or type or affix stamp with notary name, Commission and expiration date

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT is made and entered into this 23th day of March, 2018, by and between **CITY OF PORT ORANGE**, a chartered municipal corporation (as "Licensor") and **LAKESIDE JAZZ FESTIVAL, INC.**, a Florida not-for-profit corporation (as "Licensee") (collectively referred to as the "Parties").

PREMISES

WHEREAS, the Licensor is the owner of real property located at 1999 City Center Circle, Port Orange, FL 32129 - the site of the Lakeside Community Center (1,800 sq. ft. indoor facility); 2001 City Center Circle, Port Orange, FL 32129 - the site of the Kenneth W. Parker Amphitheater (includes a lighted stage, 700 spectator seat, and public restrooms); and 1000 City Center Circle, Port Orange, FL 32129 - the site of Veteran's Memorial Park, each a portion of Parcel No. 6308-00-06-0010, and Licensor also owns that portion of right-of-way known as City Center Circle abutting the Lakeside Community Center and Kenneth W. Parker Amphitheater from City Center Boulevard to City Center Drive. (Sometimes collectively referred to herein as "Property" or "Licensed Premises"); and

WHEREAS, Licensee desires to obtain from Licensor a license or permission to operate its annual Lakeside Jazz Festival at the Licensed Premises; and

WHEREAS, the Licensee's mission is to provide a quality showcase for the jazz students, our local musicians and an abundance of talents through a cooperative bridge between community, government, education and the arts; and

WHEREAS, the proceeds from the Lakeside Jazz Festival provide summer music camp scholarships for Atlantic High School, and Spruce Creek High School students; and

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

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The above recitals are hereby incorporated in and made a part of this Temporary License Agreement by this reference.

2. The Licensor hereby grants to Licensee a temporary license to enter upon and to utilize the Licensed Premises in order to conduct its annual Lakeside Jazz Festival for the period herein stated and subject to the terms and conditions herein contained.

3. The Licensee's use of the Licensed Premises shall be limited to four (4) consecutive days each Spring, subject to scheduling with the Parks and Recreation Department, unless terminated or otherwise modified in accordance with the provisions specified herein. The Licensee may use the City of Port Orange logo for marketing its Lakeside Jazz Festival; however, any marketing materials containing the City of Port Orange logo shall be reviewed and approved by the Parks and Recreation Department prior to use by the Licensee.

4. In consideration for the use of the Licensed Premises, the Licensee agrees to provide in-kind contribution to the Licensor in the form of entertainment services. Licensee shall be obligated to provide up to four band performances within 12 months of the date of execution of this Temporary License Agreement, at the times and places as designated by the Licensor.

5. In addition to the consideration above mentioned, Licensee agrees to pay to the appropriate taxing authority all federal, state, and local taxes on the licensed premises and arising out of the operation of the licensed premises, if any, when they become due.

6. Use of the Licensed Premises by the Licensee shall be subject to the rules and policies of the City of Port Orange and the Parks and Recreation Department, including those terms and conditions contained in the Lakeside Community Center Use Application completed by the Licensee. In the event of a conflict between the terms of the Lakeside Community Center Use Application and the terms of this Temporary License Agreement, the terms of this Temporary License Agreement shall control. Any violation of such rules and policies or violation of law may result in the immediate termination of this Temporary License Agreement without notice, at the sole discretion of the Licensor.

7. Licensee shall be responsible for clean-up each day the Licensed Premises is used by the Licensee and shall complete clean-up within the time reserved under this Temporary License Agreement. The Licensed Premises shall be returned to the Licensor in the same or substantially similar condition as it was licensed to the Licensee. In the event that the Licensor incurs costs to clean-up the Licensed Premises as a result of the Licensee's failure to perform its cleanup obligation, the Licensee shall be responsible for payment and reimbursement of all such costs to the Licensor.

8. Licensee shall be solely responsible for security of personal property temporarily located on the Licensed Premises during the term of the license.

9. The Assistant Parks and Recreation Director shall be the designated manager of this Temporary Lease Agreement on behalf of the Licensor.

10. Either party may terminate this Temporary License Agreement upon giving ten (10) days prior written notice to the other party, after which time this Temporary License Agreement shall be of no force and effect. Notwithstanding the foregoing, in the

event that the Temporary License Agreement is terminated after the Licensee has conducted its Jazz Fest at the Licensed Premises, the Licensee shall remain obligated to provide the entertainment services pursuant to paragraph 3 above.

11. The Licensee acknowledges the legal title of the Licensor to the Property described herein and agrees never to deny such title or to claim title in the Licensee's name. This license is personal to Licensee and shall not inure to the successors or assigns of the Licensee. The rights, privileges and permission granted herein shall not be assignable by Licensee in whole or in part.

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

13. Licensee assumes all risk in the operation of this Temporary License Agreement and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property, and hereby covenants and agrees to indemnify and save harmless Licensor, the members of the City Council and Licensor's officers, employees and agents from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature, whether direct or indirect, arising out of the operation of this Temporary License Agreement or the carelessness, negligence or improper conduct of Licensee or any of Licensee's servants, agents, employees, invitees, or guests and including, but not limited to employment or personnel matters or disputes, which responsibility shall not be limited to the insurance coverage herein provided for. This indemnity and hold harmless provision shall survive the expiration or termination of this Temporary License Agreement.

14. The Licensor, City of Port Orange, expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding any provision set forth in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the Licensor beyond any statutory limited waiver of immunity or limits of liability which may have been established by Section 768.28, Florida Statutes, and the cap on the amount and liability of the Licensor for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount established by said limitation. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Licensor which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

[REMAINDER OF PAGE LEFT BLANK]

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

Licensors: City of Port Orange
% Assistant Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129

Licensee Lakeside Jazz Festival, Inc.
% John W. Hinkle
PO BOX 290826
Port Orange, Florida 32129

16. This Temporary License Agreement shall not be recorded in the public records of Volusia County, Florida.

17. This Temporary License Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile of an executed copy of this Temporary License Agreement shall be deemed valid as if an original signature was delivered.

18. This Temporary License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Temporary License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

[REMAINDER OF PAGE LEFT BLANK]

WITNESSES:

LICENSEE

Lakeside Jazz Festival, Inc.
a Florida Not-for-Profit Corporation

Teresa Wiggins
Printed Name Teresa Wiggins

By: [Signature]
John W. Hinkle, President

Deborah Hupf
Printed Name Deborah Hupf

Date: 3-23-18

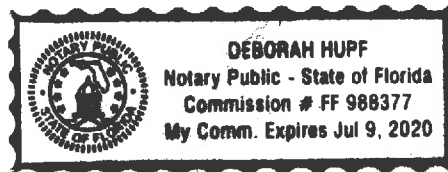
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 23 day of March, 2018, by John W. Hinkle, President, duly authorized to execute the foregoing TEMPORARY LICENSE AGREEMENT on behalf of **Lakeside Jazz Festival, Inc.**, a Florida Not-for-Profit Corporation, and who is personally known to me, or has produced FL Driver's License as identification.

[Signature]

Notary Public, State of Florida at Large

Print or type or affix stamp with notary name, Commission and expiration date



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

WITNESSES:

D. Massey
Printed Name Deanna Massey

Cynthia K. Rivera
Printed Name Cynthia K. Rivera

D. Massey
Printed Name Deanna Massey

Cynthia K. Rivera
Printed Name Cynthia K. Rivera

LICENSOR

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

By: [Signature]
Donald O. Burnette, Mayor

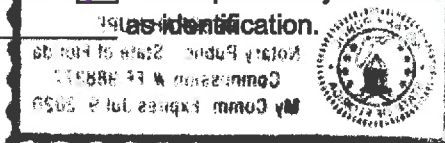
Attest: [Signature]
Robin Fenwick, CMC, City Clerk

Date: 3/27/18

STATE OF FLORIDA
COUNTY OF VOLUSIA

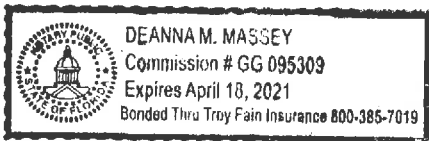
The foregoing instrument was acknowledged before me this 20th day of March, 2018, by Donald O. Burnette and Robin Fenwick, the Mayor and the City Clerk, respectively, duly authorized to execute the foregoing TEMPORARY LICENSE AGREEMENT on behalf of the CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation, and who are personally known to me, or have produced

as identification.



Notary Public, State of Florida at Large

Print or type or affix stamp with notary name, Commission and expiration date





CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/17/2026

SUBJECT: (B6d) Ratification of payment to Brightview Landscape Services for sod replacement on Dunlawton Avenue under the Major Thoroughfares contract

DEPARTMENT: Public Works

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to ratify the purchase of sod replacement in the Dunlawton Avenue medians.

SUMMARY: During last summer's extended heat and dry conditions, portions of the sod along an approximately half-mile stretch of the Dunlawton median between Stonybrook Circle and Spruce Creek Road died. The irrigation system in this area was not reliably working at that time but has since been repaired to prevent further issues. To restore the appearance of the median, sod replacement was initiated and completed.

The sod work was ordered and approved by the former Public Works Director under the understanding that it fell within the scope of the City's existing Major Thoroughfares contract with Brightview Landscape Services. During subsequent review of the contract documents, Staff determined that City Council approval for additional work exceeding \$25,000 is required. The total cost of the completed sod replacement was \$28,475.88.

To ensure timely payment to the contractor for work already performed, the City Manager approved payment. This agenda item is presented to City Council to formally ratify the purchase.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Brightview Landscape Amendment No. 1	Brightview Landscape Amendment No. 1.pdf
2.	Brightview Landscape Services, Inc Contract	Brightview Landscape Services, Inc Contract.pdf
3.	Brightview Invoice 9577902	Brightview Invoice 9577902.pdf
4.	Fw_ Check Request for Bright View Additonal Work	Fw_ Check Request for Bright View Additonal Work.pdf

Denyce Frey
Junos Reed
Sue Wang
Matthew Jones
Wayne Clark

Created/Initiated - 01/13/2026
Approved - 01/29/2026
Approved - 01/31/2026
Approved - 02/04/2026
Final Approval - 02/06/2026

**AMENDMENT NO. 1
TO STANDARD CONTRACT FOR SERVICES DATED AUGUST 1, 2023**

THIS AMENDMENT NO. 1 ("Amendment") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **BRIGHTVIEW LANDSCAPE SERVICES, INC.** ("Contractor") a Florida corporation with its principal place of business at 1484 Massaro Boulevard, Tampa, Florida 33619. The City and the Contractor are hereinafter collectively referred to as the "Parties."

WHEREAS, on the 1st day of August 2023, the Parties entered into a Standard Contract for Services, pursuant to Intent to Bid 23-03 ("ITB 23-03"), for Major Thoroughfare Landscaping Maintenance, having an effective term commencing on August 9, 2023 notwithstanding the date of Contract execution and continuing for a period of two (2) years, which may be renewed up to three (3) one-year periods, upon mutual written agreement of the Parties, City Manager approval, and budget appropriation; and

WHEREAS, the Parties desire to amend the Contract to clarify additional work not specified in the Scope of Work as set forth in ITB 23-03, that is necessary to provide and perform grounds maintenance services in said Scope of Work, and establish City thresholds for approval; and

WHEREAS, the Mayor of Port Orange has determined that the execution of this Amendment is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. For purposes of clarification of additional work not specified in the Scope of Work that is necessary to provide and perform grounds maintenance services, and establish City thresholds for approval, the following provision shall be applied and incorporated as fully set forth herein:

Additional Work Not Specified. If the City requires additional work that is necessary to provide and perform grounds maintenance services of the areas outlined in the Scope of Work and that is not specifically described in the Scope of Work, nor the Schedule of Unit Pricing, the City will consider detailed quotes from the awarded Contractor for this additional work, providing the cost of the additional work does not exceed \$5,000.

For additional work not specified in the Scope of Work that is necessary to provide and perform grounds maintenance services of the areas outlined in the Scope of Work that exceeds \$5,000 up to \$25,000, the City or the Contractor shall obtain on the open market, no fewer than three (3) quotes, one of which may be the awarded Contractor, and provide to the City for City Manager approval. If the additional work quoted exceeds \$25,000, the City shall facilitate three (3) quotes, and City Council approval shall be required. The City has final approval on all additional work being completed.

3. Counterparts. This Amendment 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 Amendment shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Amendment.

4. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Amendment on the day and year stated hereinafter.

Witnesses:

Brightview Landscape Services, Inc.

Scott Sikora

Printed Name: Scott Sikora, Vice President
General Manager

Shawn Rommerdahl

Printed Name: Shawn Rommerdahl, General Manager

By: **Michael Dozier**

Michael Dozier, President

If this Agreement is signed by an individual not identified as an Officer of the company in the records of the Florida Department of State, Division of Corporations, or other legally authorized person, then please provide written authorization for that individual to enter into contracts on behalf of the company.

Date: February 20, 2024

CITY OF PORT ORANGE

By: 

Donald O. Burnette, Mayor

Date: 2/20/2024



ATTEST:

By: 

Robin L. Fenwick, MMC, City Clerk

Date: 2/20/2024



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this kt day of August, 2023, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **BRIGHTVIEW LANDSCAPE SERVICES, INC.** ("Contractor"), a Florida corporation whose principal address is 1484 Massaro Boulevard, Tampa, Florida 33619. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Major Thoroughfare Landscaping Maintenance, and as more specifically described in Intent to Bid 23-03 ("ITB 23-03"). This Contract together with ITB 23-03, Addendum No. 1, Addendum No. 2, Addendum No. 3, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Work, Addendum No. 3 of ITB 23-03, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of ITB 23-03 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). Notwithstanding the date of execution, this Contract shall commence on August 9, 2023, and shall continue for a period of two (2) years (the "Initial Term").

Renewals: This Contract may be renewed up to three (3) one-year periods, upon mutual written agreement of the Parties, City Manager approval, and budget appropriation.

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

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

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

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

One Hundred Sixty-Six and 60/100 Dollars (\$222,166.60) annually. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

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

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

6. Termination for Convenience of the City

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

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

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

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

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

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

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

9. Examination of Records

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

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

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

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

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

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

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

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

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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

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

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

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

<input checked="" type="checkbox"/>	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
<input type="checkbox"/>	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<input type="checkbox"/>	Professional Liability	Limits: Coverage - \$1,000,000	
<input type="checkbox"/>	Installation Floater (IT)	Limits: Coverage - \$ To be determined.	
<input type="checkbox"/>	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
<input type="checkbox"/>	Errors and Omissions	Limits: Coverage - \$1,000,000	
<input type="checkbox"/>	Umbrella Policy	Limits: Coverage - \$ To be determined.	
<input type="checkbox"/>	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
<input type="checkbox"/>	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
<input type="checkbox"/>	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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

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

15. Modifications or Changes to this Contract

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

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

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

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

16. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract

to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

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

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

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

20. Inspection

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

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

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

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

21. Liability for Loss or Damage.

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

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

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

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

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

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

23. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

24. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely

affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

25. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

26. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

27. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

28. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Thomas DiEulio, Public Works Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5592

Contractor: Brightview Landscape Services, Inc.
Attention: Marvin T. Rakes, President
1484 Massaro Boulevard
Tampa, Florida 33619
(813) 635-0339 - Telephone
admin@odysseymanufacturing.com - E-Mail

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

29. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:



Printed Name: Scott Sikora

Shawn Rommerdahl

Printed Name: Shawn Rommerdahl

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By: Michael Dozier
~~Jeff Herold, President~~ **Michael Dozier, President**

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

Date: 7/20/2023

Type text here

CITY OF PORT ORANGE

By: 
Donald O. Burnette, Mayor

Date: 8/1/2023

ATTEST:



By: 
Robin L. Fenwick, MMC, City Clerk

Date: 8/1/2023

EXHIBIT "1"

**Contractor's Quote, Section 3 Scope of Services,
and Addendum No. 3 of ITB 23-03**

Consisting of 11 Pages



ITB #23-03 MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE SERVICES

Bids Received July 5, 2023 @ 2:30PM

BRIGHTVIEW LANDSCAPE SERVICES, INC

MOWING

ITEM #	LOCATION	SQUARE FOOTAGE	ACREAGE	TOTAL MOWS PER YEAR	COST PER MOW	ANNUAL COST
1	Causeway and High Rise Bridge	32,427	0.72	52	\$43.20	\$2,246.40
2	Ridgewood Avenue Medians	140,852	3.23			
	North City Limits to Ocean Ave			52	\$12.60	\$655.20
	Ocean Ave to Herbert St			52	\$14.40	\$748.80
	Herbert St to Dunlawton Ave			52	\$12.60	\$655.20
	Dunlawton Ave to Meeker Place			52	\$9.60	\$499.20
	Meeker Place to Oak St			52	\$13.80	\$717.60
	Oak St to Fox Place			52	\$10.20	\$530.40
	Fox Place to White St			52	\$10.80	\$561.60
	White St to Fleming Ave			52	\$4.80	\$249.60
	Fleming Ave to Norman St			52	\$9.60	\$499.20
	Norman St to Rogers Place			52	\$4.80	\$249.60
	Rogers Place to Howes St			52	\$9.60	\$499.20
	Howes St to Clark Place			52	\$5.40	\$280.80
	Clark Place to Fitzgerald Place			52	\$15.00	\$780.00
	Fitzgerald Place to Niver St			52	\$9.60	\$499.20
	Niver St to Kiep Dr			52	\$13.80	\$717.60
	Kiep Dr to 5584 S. Ridgewood			52	\$16.20	\$842.40
	5584 S. Ridgewood to Farmbrook Rd			52	\$12.60	\$655.20
	Farmbrook Rd to E. Bayshore Dr			52	\$15.00	\$780.00
	E. Bayshore Dr to Nova Rd			52	\$24.60	\$1,279.20
	Nova Rd to South City Limits (Rose Bay Bridge)			52	\$30.60	\$1,591.20
3	Ridgewood Avenue Roadsides	78,910	1.81	52	\$108.60	\$5,647.20
4	Dunlawton Avenue Medians	338,744	7.78			
	Summertrees to 95			52	\$24.00	\$1,248.00
	95 to 1788 Dunlawton Ave			52	\$32.40	\$1,684.80
	1788 Dunlawton to Yorktowne Blvd			52	\$11.40	\$592.80
	Yorktowne Blvd to Clyde Morris Blvd			52	\$32.40	\$1,684.80
	Clyde Morris Blvd to Victoria Garden/City Tail/ Village Trail			52	\$52.20	\$2,714.40
	N. Swallow Tail/ Village Trail to S. Swallowtail to Jackson			52	\$69.60	\$3,619.20
	Jackson to Dunlawton Hills Subdivision			52	\$52.20	\$2,714.40
	Dunlawton Hills to Oak St			52	\$25.20	\$1,310.40
	Oak St to Spruce Creek Rd			52	\$46.20	\$2,402.40
	Spruce Creek Rd to RR Crossing			52	\$49.20	\$2,558.40
	RR Crossing to US 1			52	\$4.80	\$249.60
				52	\$13.20	\$686.40
				52	\$15.00	\$780.00
5	Dunlawton Avenue Roadsides	791,044	18.16	52	\$1,089.60	\$56,659.20
6	Nova Road Medians	90,208	2.07			
	Isabelle Ave to Regency Blvd			52	\$10.80	\$561.60
	Regency Blvd to Wood St			52	\$12.00	\$624.00
	Wood St to Durant Dr			52	\$21.00	\$1,092.00

	Durant Dr to Spruce Creek Rd			52	\$6.00	\$312.00
	Spruce Creek Rd to Miles Dr			52	\$17.40	\$904.80
	Miles Dr to Tree Garden Dr			52	\$31.80	\$1,653.60
	Tree Garden Dr to Village Trl			52	\$21.00	\$1,092.00
	Village Trl to Dunlawton Ave			52	\$10.80	\$561.60
	Dunlawton Ave to Eagle Lake Trl			52	\$9.60	\$499.20
7	Nova Road Roadsides	404,895	9.26	52	\$555.60	\$28,891.20
TOTAL MOWING						\$136,281.60

TURF MAINTENANCE						
ITEM #	LOCATION	MULCH (1 X YEAR)		GRANULAR FERTILIZER (1 X YEAR)	PESTICIDE TREATMENT	HERBICIDE TREATMENT
		ESTIMATED CUBIC YARDS	COST PER MULCH	COST PER FERTILIZER APPLICATION	ANNUAL COST	ANNUAL COST
1	Causeway and High Rise Bridge	130	\$7,150.00	\$269.00	\$135.00	\$135.00
2	Ridgewood Avenue Medians					
	Murray Way to E. Bayshore Dr	290	\$15,950.00	\$875.00	\$430.00	\$430.00
3	Dunlawton Avenue Medians					
	S. Williamson Blvd to Ridgewood Ave	890	\$48,950.00	\$2,104.00	\$1,050.00	\$1,050.00
4	Nova Road Medians					
	Eagle Lake Trail to Wood Street	20	\$1,100.00	N/A	N/A	N/A
TOTAL TURF MAINTENANCE COST						\$79,628.00

TREE & SHRUB MAINTENANCE				
ITEM #	LOCATION	GRANULAR FERTILIZER (2X PER YEAR)	PESTICIDE TREATMENT	HERBICIDE TREATMENT
		ANNUAL COST	ANNUAL COST	ANNUAL COST
1	Causeway and High Rise Bridge	\$134.00	\$33.00	\$33.00
2	Ridgewood Avenue Medians			
	Murray Way to E. Bayshore Dr.	\$584.00	\$290.00	\$290.00
3	Dunlawton Avenue Medians			
	S. Williamson Blvd to Ridgewood Ave	\$1,403.00	\$700.00	\$700.00
4	Nova Road Medians			
	Eagle Lake Trail to Wood Street	\$305.00	\$150.00	\$150.00
TOTAL TREE & SHRUB MAINTENANCE COST				\$4,772.00

PALM TREES		
ITEM #	LOCATION	GRANULAR FERTILIZER ("PALM SPECIAL")
		(1 X PER YEAR) ANNUAL COST
1	Causeway and High Rise Bridge	\$185.00
2	Ridgewood Avenue Medians	
	Murray Way to E. Bayshore Dr.	\$470.00
3	Dunlawton Avenue Medians	
	S. Williamson Blvd to Ridgewood Ave	\$830.00
TOTAL PALM TREES		\$1,485.00
GRAND TOTAL ALL MAINTENANCE SERVICES		\$222,166.60

SECTION 3 – SCOPE OF WORK

The awarded Contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services along City Right of Ways; Causeway and Highrise Bridge, Dunlawton Avenue Medians and Roadsides, Ridgewood Avenue Medians and Roadsides, Nova Road Medians and Roadsides.

These areas are major thoroughfares and the gateway into the City. They are a top priority in the City and should be kept in pristine condition.

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATE only. The awarded Contractor shall be responsible for all maintenance required in each respective area.

Number of Site Visits: A total of fifty-two (52) maintenance visits shall be provided each calendar year. All locations shall be serviced weekly (52 visits). If mowing is not required, a minimum level of service shall be provided at each visit (see below).

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

Minimum Level of Service Required for Each Site:

TRASH/DEBRIS CLEANUP:

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

MOWING OF TURF GRASS AREAS:

All turf grass areas within specified rights-of-way (medians and shoulders) including adjacent curb gutters shall be cleaned of all trash and/or debris prior to mowing. Mowing of trash and debris to shred into smaller pieces is not allowed. All turf grass areas shall be mowed as specified in this document. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise requested by the City. All turf grass heights shall be 3 ½ inches.

Areas where large mowers are impractical or where repeated tracks may cause ruts shall be serviced using small push mowers or string trimmers. In the event ruts and or divots are created or damage to the sod occurs, the awarded Contractor will be responsible for repairs to or replacement of the sod immediately. Examples include, but not limited to, the narrow median tips along Dunlawton Avenue, US1 (Ridgewood Avenue) and Nova Road. Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The awarded Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including, but not limited to, grass clippings after each mowing. Large clumps of clippings will be distributed by mechanical blowing or collected and removed. Blowing debris into storm drains, streets, or ponds is prohibited. Materials removed from grounds shall be disposed of off-site by the awarded Contractor in a lawful manner.

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

WEEDING OF LANDSCAPE PLANTING BEDS:

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

EDGING OF TURF GRASS:

The awarded Contractor shall edge all appropriate surfaces with suitable mechanical equipment, i.e. a mechanical edger. In the event the service area is unable to be serviced with an edger, parking areas, walkways, fences, plant beds and tree wells, so that no grass, ground cover or weeds are left extending beyond or over the surface being edged. This includes edging between adjoining beds of dissimilar ground cover types. Edging should not be more than 3 inches from the mulch of plant beds and tree wells. **Chemical edging of plant beds and tree wells is not permitted.** The awarded Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass, after edging. This includes but not limited to pavement, curbs, gutters, concrete medians, sidewalk joints, driveway joints, driveway aprons, mulch beds, rock beds, etc.

STRING TRIMMING OF TURF GRASS:

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

*Areas where crack grass is present, **MUST** be string trimmed (burned down) and then chemically sprayed to deter new weed growth. This includes, but not limited to, pavement, curbs, gutters, concrete medians, sidewalk joints, driveway joints, driveway aprons, etc.

*Areas where growth in swales are unable to be mowed at time of service, a string trimmer **MUST** be used to trim to water height.

BLOWING OF DEBRIS AND TURF GRASS CUTTINGS:

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

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

ADJUSTING AND REMOVING TREE STAKE KITS:

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

PRUNING OF ORNAMENTAL SHRUBS AND GROUNDCOVERS:

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

CREPE MYRTLE TREES:

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

TREES:

The awarded Contractor shall maintain all trees within the contracted service area by trimming and lifting up to 7 feet 6 inches and will trim young trees to promote healthy growth patterns. These areas are including, but not limited to roadways, driveways, and curbs. The awarded Contractor shall remove at each scheduled site visit, including, but NOT limited to, sucker branches, moss, ferns, and vines.

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

REPLACEMENT OF PLANT MATERIALS:

The City will be responsible to replace all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City determines that the poor condition of plant materials is due to improper maintenance, the awarded Contractor shall be responsible for replacing such plant material at the awarded Contractor's sole expense. The City shall be notified of plants or areas in distress. These areas need to be evaluated for plan of action and monitored by Contractor. No dead plant material shall remain in landscaping. All replacements shall be done within one (1) week of notification. The City inspector/representative shall approve all plant replacements, sizes and specifications.

LANDSCAPE MULCHING:

All mulched areas shall be replenished once a year between the winter months of January to March. The awarded Contractor shall remove all existing/old mulch and properly prepare all planting beds by cutting new bed edges, adjusting tree ring sizes, digging new edges along concrete curbs and sidewalks, and removing all weeds and dead plant materials prior to mulching areas with the same type of mulch. Mulch for plant beds should not span more than a foot from the edge of existing plants unless specified by the City inspector/representative. Areas **MUST** be inspected by City inspector/representative before new mulch is installed. Depth of mulch shall be a minimum of 3 inches and a maximum of 4 inches. The City inspector/representative decides the type of mulch to be replenished per site and if the area's mulch needs aeration or "fluffing" where old mulch is not needed to be removed.

IRRIGATION SYSTEMS REPAIRS: (Non-Bid Item)

The awarded Contractor shall be responsible for the replacement of any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. Irrigation parts include timer/controller, solenoid valves, wiring, irrigation heads and irrigation lines. All nonfunctional irrigation heads/systems shall be inspected each mow service and repaired/replaced as needed. It is the responsibility of the awarded Contractor to keep all irrigation in working order to insure proper coverage of all grasses, plants, shrubs and trees. Repair costs shall be itemized and billed separately with copies of receipts. The awarded Contractor will contact the City before repairs are made. Watering times will change according to the season due to availability of the reclaim water.

FERTILIZATION, DISEASE, AND INSECT CONTROLS:

All landscaped areas shall be treated as outlined below to maintain all trees, palms, shrubs, groundcovers, and turf grass in good, healthy appearance and color. An application schedule along with the specified products must be submitted and approved by the City prior to applications.

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

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

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

If the Bidder does not employ State licensed and certified operators, the Bidder must use a City approved sub-contractor that is licensed and certified for any turf grass application and disease or pest control.

Also, the awarded Contractor shall provide 24 hours notification to the City for each area prior to servicing. Fertilizers shall be applied twice a year in the months of March and October. The City will take periodic samples of the product being applied, to ensure the product meets the manufacturer's specifications.

- a. **TURF GRASS FERTILIZATION:** St. Augustine turf grass and Argentine Bahia grass shall receive two (2) pounds of nitrogen per 1,000 square feet during the growing season. Turf grass shall be fertilized with no more than one (1,) pound of nitrogen per 1,000 square feet shall be applied during each scheduled visit. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow release form. The ratio of nitrogen to potash shall be 1:1 or 2:1.
- b. **PALM TREE FERTILIZATION:** All mature palms in the landscape shall receive a complete granular fertilizer formulated for palms ("palm special") at a rate of eight (8) pounds per application Fertilizer shall be broadcast under the canopy of the palm but not up against the trunk where newly emerging roots may be injured.
- c. **SHRUB AND GROUND COVER FERTILIZATION:** All shrubs and ground cover plantings shall be fertilized one (1) time per year in March with a heavy application of a balanced, slow-release fertilizer. Each planting bed shall receive one (1) pound of nitrogen per 1,000 square feet of bed area. The mulch is to be pulled back and the fertilizer shall be applied directly near the root ball of each plant. Broadcasting fertilizer on top of mulch is not allowed unless approved by the City.
- d. **DISEASE & INSECT CONTROL:** The awarded Contractor shall be responsible for the immediate control and identification of any pests, including ants, or disease causing organisms that may arise in any landscape area. Root drench and bud drench all Medjool Palms with City approved fungicide/insecticide at the rate recommended by the manufacturer up to two (2) times per year. Upon confirmation of a specific problem requiring treatment, pesticides shall be applied as needed on a spot treatment basis, whenever possible using the least toxic, effective pesticide. All applications of pesticides and fertilizations shall be performed when temperatures are below 90 degrees and wind drift is negligible.

Records shall be kept on identified pests and treatment(s) rendered for control, shall be submitted to the City. All service costs related to pest control are to be included in the "total cost", as listed in the Schedule of Unit Pricing. The awarded Contractor or subcontractor shall be in strict accordance with all state and local regulations concerning licensing and safety requirements and be registered with the City of Port Orange.

EROSION:

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

EQUIPMENT:

The awarded Contractor shall have on hand at all times and in good working order such equipment to permit the awarded Contractor to adequately and efficiently perform its contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times.

All equipment shall be cleaned of any debris after each site use and prior to moving to another site to prevent transfer of unwanted weeds, grasses, and/or fungus. All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

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

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

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

AWARDED CONTRACTOR'S SCHEDULE:

The awarded Contractor shall submit a calendar schedule of all work within 60 days of the executed Notice to Proceed. A copy of the yearly calendar shall be submitted to the City. The awarded Contractor shall update the schedule on the first of each month and provide to the City Inspector/Representative. The use of noise making equipment is restricted to the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and from 10:00 a.m. to 6:00 p.m. on Sundays.

FREEZE DAMAGE:

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

TRAFFIC REGULATION:

The awarded Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance, and utility operations. The awarded Contractor shall provide and maintain adequate barricades, construction signs, flashers, guards, and flaggers as required on pedestrian and vehicular traffic areas. Lane closure to traffic is not permitted. Upon completion of work, the awarded Contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT):

During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on rights-of-ways must be properly signed and equipped with working safety lights. The awarded Contractor is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT rights-of-ways, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the awarded Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b.

- **ALL employees must wear safety vests at all times.**

EXTRAORDINARY OCCURRENCES:

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

MEDIAN CONSTRUCTION: During any construction period, the awarded Contractor for this Landscape Maintenance bid will continue to maintain the rights of ways and maintain the medians under construction in accordance with this scope of work.

CONTRACT PERFORMANCE:

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

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

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

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

COMPLETED SCHEDULED SERVICES

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

INVOICING:

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

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

SUPERVISION:

The awarded Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract. The City reserves the right to accept or reject any employee of the awarded Contractor. The awarded Contractor shall comply with all City regulations.

COMPLETED SCHEDULED SERVICES

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

CONTACT PERSON:

The awarded Contractor shall provide the name and telephone number of a contact person in case of an emergency. The awarded Contractor shall provide the name and telephone number of a representative to meet periodically with the City.

UNIFORMS

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

MAPS OF LOCATIONS:

https://portorange.sharepoint.com/:f/g/pw/admin/Ejgyg1AgdvFCjaXXqoRr3ygBYp2czAeqzRjxEshF7_ZT2w?e=rYCawL

* The Mowing Maps are to be used as a reference. Please refer to the Number of Site Visits in the scope of work section above for the correct number of visits.



CITY OF PORT ORANGE

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

ADDENDUM #3

June 28, 2023

ITB #23-03 MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE SERVICES

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated May 31, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

None

B. CHANGES TO SPECIFICATIONS:

Section 3 – Scope of Work, item a. (pg.13) currently reads:

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

Section 3 – Scope of Work, item a. (pg.13) is hereby changed to read:

- a. TURF GRASS FERTILIZATION: St. Augustine turf grass and Argentine Bahia grass shall receive two (2) pounds of nitrogen per 1,000 square feet during the growing season. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow release form.

C. 2nd REVISION (ATTACHMENT1) SCHEDULE OF UNIT PRICING

Bidders are advised they must complete 2ND REVISION (Attachment1) Schedule of Unit Pricing. If Bidder does not complete and include with bid submittal 2ND REVISION (Attachment1) Schedule of Unit Pricing, their bid will be deemed non-responsive. 2ND REVISION (Attachment1) Schedule of Unit Pricing is posted as a separate document on DemandStar and the City of Port Orange Purchasing Web page at <https://www.port-orange.org/bids.aspx>

D. QUESTIONS AND ANSWERS:

Question #1: On the Schedule of Unit Pricing, in the “Turf Maintenance” section it shows “Granular Fertilizer (1x per year)” and “Cost Per Fertilizer Application”, however the Scope of Work calls for fertilizer (2x) per year. Please verify this section. Does the City want fertilizer twice per year? Do you want the cost per application or annual cost?

ANSWER: Please see letters B and C above.

In all other respects, except as specifically stated herein, the subject ITB #23-03 MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE SERVICES remains unchanged.

END OF ADDENDUM #3

Joseph Castro

Buyer

jcastro@port-orange.org

EXHIBIT "2"

Payment and Performance Bond

Consisting of 3 Pages

**FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.
PAYMENT AND PERFORMANCE BOND**

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Brightview Landscape Services, Inc.
Principal Business Address: 980 Jolly Road
Suite 300
Blue Bell, Pennsylvania 19422
Contact Person: Jason Carruth, Vice President
Phone Number: (407) 669-3957

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: \$222,166.60 **City Case/Project No. ITB 23-03 Major Thoroughfare Landscape Maintenance Services**
Description of Work: ITB 23-03 Major Thoroughfare Landscape Maintenance Services

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

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

Front Page

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

Brightview Landscape Services, Inc.

ITB 23-03 Major Thoroughfare Landscape Maintenance Services

Bond No. _____

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

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

BY THIS BOND, We, **BRIGHTVIEW LANDSCAPE SERVICES, INC.** as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **TWO HUNDRED TWENTY-TWO THOUSAND ONE HUNDRED SIXTY-SIX AND 60/100 DOLLARS (\$222,166.60)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services having an effective date of _____, entered into by and between the Principal and the City, for major thoroughfare landscape maintenance services, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond shall be deemed an original, this _____, day of _____, 2023.

Attest:

BRIGHTVIEW LANDSCAPE SERVICES, INC.
(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Jeff Herold, 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.



INVOICE

Sold To: 25468718
 City of Port Orange Major Thoroughfare
 407 Virginia Ave
 Port Orange FL 32127

Customer #: 25468718
Invoice #: 9577902
Invoice Date: 11/18/2025
Sales Order: 8735954
Cust PO #:

Project Name: Turf Phase 1,2

Project Description: Remove Dead/Declining and Replace on the 2 Islands West of Spruce Creek

Job Number	Description	Qty	UM	Unit Price	Amount
460600316	City of Port Orange Major Thor				
	Inv#9577904 - \$4,745.98	1	LS		4,745.98
	Inv#9577906 - \$4,745.98	1	LS		4,745.98
	Inv#9577911 - \$4,745.98	1	LS		4,745.98
	Inv#9577912 - \$4,745.98	1	LS		4,745.98
	Inv#9577913 - \$4,745.98	1	LS		4,745.98
	Inv#9577902 - \$4,745.98	1	LS		4,745.98
<i>V: 1049 C: Major Thoroughfare 240092 G6 001.4300.541.53406 1/12/26 df</i>					
Total Invoice Amount					28,475.88
Taxable Amount					
Tax Amount					
Balance Due					28,475.88

**approved by City Mgr on 2/9/26
 See attached*

Terms: Net 15 Days If you have any questions regarding this invoice, please call 407 322-8600

Please detach stub and remit with your payment

Payment Stub

Customer Account #: 25468718
 Invoice #: 9577902
 Invoice Date: 11/18/2025

Amount Due:	\$28,475.88
--------------------	--------------------

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to

City of Port Orange Major Thoroughfare
 407 Virginia Ave
 Port Orange FL 32127

BrightView Landscape Services, Inc.
 P.O. Box 740655
 Atlanta, GA 30374-0655

Proposal for Extra Work at City of Port Orange Major Thor

Property Name	City of Port Orange Major Thor	Contact	Chip Kent
Property Address	1000 City Center Cir Port Orange, FL 32129	To	City of Port Orange Major Thoroughfare
		Billing Address	407 Virginia Ave Port Orange, FL 32127

Project Name Turf Replacement (Phase 1)

Project Description Remove Dead/Declining Turf and Replace on the Median Between Spruce Creek and Oak St.

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
3,400.00	SQUARE FEET	St Augustine - Floratam Turf Installed	\$1.25	\$4,245.92
7.00	HOUR	Labor to Remove and Prep	\$62.64	\$438.50
0.50	LUMP SUM	Freight / Delivery Fee	\$225.00	\$112.50
0.50	LOAD	Dump Fees/Green Waste Disposal Fee	\$216.83	\$108.41
0.50	DAY	Sod Cutter - Daily Equipment Rate	\$180.88	\$90.44

For internal use only

SO# 8735954
 JOB# 460600316
 Service Line 130

Total Price \$4,995.77

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
 701 Codisco Way, Sanford, FL 32771 ph. (407) 322-8600 fax (407) 830-8883

Proposal for Extra Work at City of Port Orange Major Thor

Property Name	City of Port Orange Major Thor	Contact	Chip Kent
Property Address	1000 City Center Cir Port Orange, FL 32129	To	City of Port Orange Major Thoroughfare
		Billing Address	407 Virginia Ave Port Orange, FL 32127

Project Name Turf Replacement (Phase 2)

Project Description Remove Dead/Declining Turf and Replace on the Median Between Spruce Creek and Oak St.

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
3,400.00	SQUARE FEET	St Augustine - Floratam Turf Installed	\$1.25	\$4,245.92
7.00	HOUR	Labor to Remove and Prep	\$62.64	\$438.50
0.50	LUMP SUM	Freight / Delivery Fee	\$225.00	\$112.50
0.50	LOAD	Dump Fees/Green Waste Disposal Fee	\$216.83	\$108.41
0.50	DAY	Sod Cutter - Daily Equipment Rate	\$180.88	\$90.44

For internal use only

SO# 8763598
JOB# 460600316
Service Line 130

Total Price \$4,995.77

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
701 Codisco Way, Sanford, FL 32771 ph. (407) 322-8600 fax (407) 830-8883

Proposal for Extra Work at City of Port Orange Major Thor

Property Name	City of Port Orange Major Thor	Contact	Chip Kent
Property Address	1000 City Center Cir Port Orange, FL 32129	To	City of Port Orange Major Thoroughfare
		Billing Address	407 Virginia Ave Port Orange, FL 32127

Project Name Turf Replacement Island #2 (Phase 1)

Project Description Remove Dead/Declining Turf and Replace on the Median Between Oak St. and Stonybrook

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
3,400.00	SQUARE FEET	St Augustine - Floratam Turf Installed	\$1.25	\$4,245.92
7.00	HOUR	Labor to Remove and Prep	\$62.64	\$438.50
0.50	LUMP SUM	Freight / Delivery Fee	\$225.00	\$112.50
0.50	LOAD	Dump Fees/Green Waste Disposal Fee	\$216.83	\$108.41
0.50	DAY	Sod Cutter - Daily Equipment Rate	\$180.88	\$90.44

For internal use only

SO# 8778462
JOB# 460600316
Service Line 130

Total Price \$4,995.77

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
701 Codisco Way, Sanford, FL 32771 ph. (407) 322-8600 fax (407) 830-8883

Proposal for Extra Work at City of Port Orange Major Thor

Property Name	City of Port Orange Major Thor	Contact	Chip Kent
Property Address	1000 City Center Cir Port Orange, FL 32129	To	City of Port Orange Major Thoroughfare
		Billing Address	407 Virginia Ave Port Orange, FL 32127

Project Name Turf Replacement Island #2 (Phase 2)

Project Description Remove Dead/Declining Turf and Replace on the Median Between Oak St. and Stonybrook

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
3,400.00	SQUARE FEET	St Augustine - Floratam Turf Installed	\$1.25	\$4,245.92
7.00	HOUR	Labor to Remove and Prep	\$62.64	\$438.50
0.50	LUMP SUM	Freight / Delivery Fee	\$225.00	\$112.50
0.50	LOAD	Dump Fees/Green Waste Disposal Fee	\$216.83	\$108.41
0.50	DAY	Sod Cutter - Daily Equipment Rate	\$180.88	\$90.44

For internal use only

SO# 8778466
 JOB# 460600316
 Service Line 130

Total Price \$4,995.77

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
 701 Codisco Way, Sanford, FL 32771 ph. (407) 322-8600 fax (407) 830-8883

Proposal for Extra Work at City of Port Orange Major Thor

Property Name	City of Port Orange Major Thor	Contact	Chip Kent
Property Address	1000 City Center Cir Port Orange, FL 32129	To	City of Port Orange Major Thoroughfare
		Billing Address	407 Virginia Ave Port Orange, FL 32127

Project Name Turf Replacement Island #2 (Phase 3)

Project Description Remove Dead/Declining Turf and Replace on the Median Between Oak St. and Stonybrook

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
3,400.00	SQUARE FEET	St Augustine - Floratam Turf Installed	\$1.25	\$4,245.92
7.00	HOUR	Labor to Remove and Prep	\$62.64	\$438.50
0.50	LUMP SUM	Freight / Delivery Fee	\$225.00	\$112.50
0.50	LOAD	Dump Fees/Green Waste Disposal Fee	\$216.83	\$108.41
0.50	DAY	Sod Cutter - Daily Equipment Rate	\$180.88	\$90.44

For internal use only

SO# 8778469
JOB# 460600316
Service Line 130

Total Price \$4,995.77

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
701 Codisco Way, Sanford, FL 32771 ph. (407) 322-8600 fax (407) 830-8883

Proposal for Extra Work at City of Port Orange Major Thor

Property Name	City of Port Orange Major Thor	Contact	Chip Kent
Property Address	1000 City Center Cir Port Orange, FL 32129	To Billing Address	City of Port Orange Major Thoroughfare 407 Virginia Ave Port Orange, FL 32127

Project Name Turf Replacement Island #2 (Phase 4)

Project Description Remove Dead/Declining Turf and Replace on the Median Between Oak St. and Stonybrook

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
3,400.00	SQUARE FEET	St Augustine - Floratam Turf Installed	\$1.25	\$4,245.92
7.00	HOUR	Labor to Remove and Prep	\$62.64	\$438.50
0.50	LUMP SUM	Freight / Delivery Fee	\$225.00	\$112.50
0.50	LOAD	Dump Fees/Green Waste Disposal Fee	\$216.83	\$108.41
0.50	DAY	Sod Cutter - Daily Equipment Rate	\$180.88	\$90.44

For internal use only

SO# 8778471
JOB# 460600316
Service Line 130

Total Price \$4,995.77

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
701 Codisco Way, Sanford, FL 32771 ph. (407) 322-8600 fax (407) 830-8883

From: [Reed, Junos](#)
To: [Frey, Denyce](#)
Cc: [Kent, Chip](#)
Subject: Fw: Check Request for Bright View Additional Work
Date: Monday, January 12, 2026 3:52:49 PM

Denyce,

Below is the email approving the check request for Bright View's additional sod work.

Thanks,
Junos

From: Clark, Wayne <wclark@port-orange.org>
Sent: Friday, January 9, 2026 2:17 PM
To: Reed, Junos <jureed@port-orange.org>
Cc: Wang, Sue <SWang@port-orange.org>; Fenwick, Robin <rfenwick@port-orange.org>
Subject: RE: Check Request for Bright View Additional Work

I understand the work has been completed and accepted and this process is necessary to comply with purchasing requirements. Based on that and the description below, the request is approved. Let me know if my understanding is incorrect.

From: Reed, Junos <jureed@port-orange.org>
Sent: Friday, January 9, 2026 11:29 AM
To: Clark, Wayne <wclark@port-orange.org>
Cc: Wang, Sue <SWang@port-orange.org>; Fenwick, Robin <rfenwick@port-orange.org>
Subject: Check Request for Bright View Additional Work

Wayne,

I am requesting your approval for a check in the amount of \$28,475.88 to pay Bright View Landscape Services for sod replacement in the Dunlawton median between Stonybrook Parkway and Spruce Creek Boulevard.

Previously, leadership within Public Works instructed the vendor to divide the work into six equivalent quotes of \$4,745.98 each, intending to pay through six separate Purchasing Card transactions. This approach is not compliant with Purchasing Policy and does not align with the contract language regarding additional work.

To address this, an item will be placed on the February 17 City Council Agenda for ratification of this purchase.

As outlined in the Major Thoroughfares contract, any additional work not specified in the Scope of Work that is necessary to provide and perform grounds maintenance services—and exceeds \$25,000—requires the City to obtain three quotes and secure City Council approval.

Please let me know if you need any additional documentation or clarification.

Junos Reed, P.E.

City Engineer
City of Port Orange
386-506-5754 office
386-212-4533 cell





CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/17/2026

SUBJECT: (B6e) Approval of contract with Acousti Doors & Specialties, LLC to replace the partition at the Adult Activity Center

DEPARTMENT: Parks & Recreation

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve a contract with Acousti Doors & Specialties, LLC for an amount not to exceed \$43,850.00, for the replacement of the partition at the Adult Activity Center and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Parks and Recreation Staff is requesting approval of a contract with Acousti Doors & Specialties, LLC for an amount not to exceed \$43,850.00 to replace the partition wall that was installed in 2010 at the Adult Activity Center. Staff received three quotes for this work and Acousti Door Specialties, LLC was the lowest bid. The existing partition has reached its useful life and repairs are no longer feasible. This replacement was approved in the FY26 department's budget.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Acousti Doors and Specialties, LLC Standard Contract for Services - Adult Activity Center Partition Replacement	Acousti Doors and Specialties, LLC Standard Contract for Services - Adult Activity Center Partition Replacement.pdf
2.	Acousti Sunbiz	Acousti Sunbiz.pdf
3.	Adult Center Partistion Specs	Adult Center Partistion Specs.pdf
4.	BidTab	BidTab.pdf
5.	Certificate of insurance for Acousti Doors & Specialties, LLC	Certificate of insurance for Acousti Doors & Specialties, LLC.pdf
6.	HTA	HTA.pdf
7.	1. Acousti	1. Acousti.pdf
8.	2. SSE	2. SSE.pdf
9.	3. PSS	3. PSS.pdf

Jennifer Cox
Susan Lovallo

Created/Initiated - 01/14/2026
Approved - 01/23/2026

Sue Wang
Matthew Jones
Wayne Clark

Approved - 01/25/2026
Approved - 02/04/2026
Final Approval - 02/06/2026



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

enue

This Standard Contract for Services (“Contract”) is entered into this ____ day of _____, 2025, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the “City”), and **ACOUSTI DOORS & SPECIALTIES, LLC** (“Contractor”), a Georgia limited liability company, registered to do business in the State of Florida, whose principal address is 3400 Town Point Drive North West, Suite 110, Kennesaw, Georgia 30144. The City and Contractor are collectively referred to herein as the “Parties.”

1. Provision of Services

(a) The Contractor hereby agrees to provide partition replacement at the Adult Activity Center, and as more specifically described in City’s Request For Quote PK-03 (“RFQ PK-03”) and Contractor’s Proposal dated December 19, 2025, attached hereto as Exhibit “1,” all of which are made a part hereof by reference and shall constitute the formal written Contract between the City and the Contractor.

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

Term: The effective term of this Contract shall commence on the date this Contract is signed on behalf of the City (“Effective Date”). Work shall commence upon issuance of a written Notice to Proceed issued and executed by the City and shall continue for a period of Fourteen (14) days (the “Term”).

Manner and Place: All work shall be in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit “1” attached hereto, subject to a limit not to exceed Forty-Three Thousand Eight Hundred Fifty and 00/100 Dollars (\$43,850.00). 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.

3. Contract Administration. The Parks and Recreation Director, Susan Lovallo, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

5. Termination for Convenience of the City

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

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

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

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

- (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

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

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

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

8. Examination of Records

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

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

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

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

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

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

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

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

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

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

10. Termination for Non-Appropriation of Funds

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other

insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

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

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

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

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

<input type="checkbox"/>	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<input type="checkbox"/>	Professional Liability	Limits: Coverage - \$1,000,000	
<input type="checkbox"/>	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
<input type="checkbox"/>	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
<input type="checkbox"/>	Errors and Omissions	Limits: Coverage - \$1,000,000	
<input type="checkbox"/>	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
<input type="checkbox"/>	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
<input checked="" type="checkbox"/>	City Manager waives Payment and Performance Bond for work under \$200,000.00, unless otherwise requested by the Department Head.		
<input type="checkbox"/>	Unless otherwise required by law, City Manager waives insurance for FOB goods.		

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

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

14. Modifications or Changes to this Contract

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

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

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

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

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature

for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

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

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

18. Inspection

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

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

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

19. Liability for Loss or Damage.

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

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

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

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

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

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

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

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

24. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

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

26. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY,**

CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

27. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

28. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

29. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5852

Contractor: Acousti Doors & Specialties, LLC
Attention: Kristian Roskaft, Owner
3506 Saint Valentine Way
Suite 2
Orlando, Florida 32811
(407) 440-2200 – Telephone
kristian@acoustids.com – E-Mail
daylen@acoustids.com – E-Mail

3400 Town Point Drive North West
Suite 110
Kennesaw, Georgia 30144

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

30. Contract Construction

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

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

Remainder of Page Intentionally Left Blank

Witnesses:

ACOUSTI DOORS & SPECIALTIES, LLC

Printed Name: _____

By: _____

Kristian Roskaft, Owner

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

Printed Name: _____

Date: _____

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 1 Page

2025 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# M11000003114

Entity Name: ACOUSTI DOORS & SPECIALTIES, LLC

Current Principal Place of Business:

3400 TOWN POINT DRIVE NW
SUITE 110
KENNESAW, GA 30144

Current Mailing Address:

3506 SAINT VALENTINE WAY
SUITE 2
ORLANDO, FL 32811 US

FEI Number: 26-1648507

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ROSKAFT, KRISTIAN
3506 SAINT VALENTINE WAY
SUITE 2
ORLANDO, FL 32811 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: KRISTIAN ROSKAFT

04/04/2025

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title OWNER
Name ROSKAFT, KRISTIAN
Address 3506 SAINT VALENTINE WAY
 UNIT 2
City-State-Zip: ORLANDO FL 32811

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: KRISTIAN ROSKAFT

PRESIDENT

04/04/2025

Electronic Signature of Signing Authorized Person(s) Detail

Date

RFQ PK-03 Replacement of Partition

This project consists of replacing the existing partition at the Adult Activity Center located at 4790 S Ridgewood Ave, Port Orange, FL.

Specifications:

- **Removal and disposal of existing panels**
- **Cleaning and prepping the existing ceiling track**
- **Provide and install new partition per the following:**
 - **Single panels**
 - **Steel construction**
 - **Vinyl finish**
 - **Sound proofing: 56 STC rating**
 - **Single door with one way locking mechanism and one way push bar**
 - **Manual set drop seal**

SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY

Quotes in this RFQ must remain firm for a period of one-hundred-twenty (120) days from the RFQ due date.

CONTRACT TERM

The awarded proposer will be required to enter into a contract for a period of fourteen (14) days until completion the issuance of the Notice to Proceed.

PROOF OF E-VERIFY REGISTRATION

Bidder must include printed pages from the E-Verify website showing company name and E-Verify registration number (My Company Profile).

SAFETY:

Contractor shall exercise all due caution to exclude the public from the work area and especially from contact with any hazardous materials.

RFQ PK-03 Replacement of Partition

Bid Tabulation

Company	Bid Total
Acousti Doors & Specialties, LLC	\$43,550.00
SSE Space Management	\$54,600.00
Professional Service Supply, LLC	\$67,563.73

DESCRIPTIONS (Continued from Page 1)

written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. Waiver of Subrogation and Primary and non-contributory coverage endorsements are included on the General Liability and Umbrella Liability policies. The General Liability and Umbrella Liability policies contain an endorsement for per project limits. Umbrella policy is follow form.

RE: 10438-2 Port Orange Adult Center Partitions.

Certificate Holder is granted a waiver of subrogation as respects to workers compensation per the terms and conditions of policy when required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION - AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 09-01-2025	Policy Number: EBA 014 43 41
Named Insured: ACOUSTI DOORS & SPECIALTIES LLC	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of

payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 09-01-2025	Policy Number: EBA 014 43 41
Named Insured: ACOUSTI DOORS & SPECIALTIES LLC	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC PRIMARY AND NON-CONTRIBUTORY COVERAGE ENDORSEMENT - WHERE REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

LIMITS OF INSURANCE: \$ 2 ,000,000 Each Occurrence Limit \$ 2 ,000,000 Aggregate Limit	
---	--

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM, US 101 and US 101 UM, is amended as follows:

A. SECTION III - LIMITS OF INSURANCE is amended to add the following:

7. For the purposes of this endorsement only, the Limits of Insurance stated in the Schedule of this endorsement and described below will apply on a "primary and non-contributory basis" within the parameters set forth in **SECTION III - LIMITS OF INSURANCE** of the Coverage Part to which this endorsement is attached:

We will not pay more on behalf of a "non-contributory additional insured" than the lesser of:

- a. The Limits of Insurance stated in the Schedule of this endorsement; or
- b. The limits of insurance required in a written contract on a "primary and non-contributory basis" for such "non-contributory additional insured", but only to the extent the required limits of insurance are in excess of the "underlying insurance"; or
- c. The Limits of Insurance available after the payment of "ultimate net loss" on any insured's behalf from any claim or "suit".

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

B. SECTION IV - CONDITIONS is amended as follows:

1. Condition **9. Other Insurance** is amended to add the following:

It is agreed that this condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

However:

- a. This exception to the Other Insurance Condition shall only apply if the applicable "underlying insurance" applies on a "primary and non-contributory basis" for such "non-contributory additional insured" and only to the extent of the specific limits of insurance required in a written contract or agreement on a "primary and non-contributory basis" that is in excess of the "underlying insurance"; and
- b. It is understood and agreed that the insurance provided by this Coverage Part is excess of:
 - (1) "Underlying insurance" listed in the Schedule of Underlying Insurance;
 - (2) Any other insurance available to the "non-contributory additional insured" as an additional insured; and
 - (3) Any other insurance available to the "non-contributory additional insured" on which they are not a named insured.

2. The following condition is added:

15. As a precedent to the receipt of insurance coverage hereunder, the "non-contributory additional insured" must give written notice of such claim or "suit", including a demand for de-

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION - AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 09-01-2025	Policy Number: EBA 053 47 08
Named Insured: ACOUSTI DOORS & SPECIALTIES LLC	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of

payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 09-01-2025	Policy Number: EBA 053 47 08
Named Insured: ACOUSTI DOORS & SPECIALTIES LLC	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT

The policy does not cover bodily injury to any person described in the Schedule.

The premium basis for the policy does not include the remuneration of such persons.

You will reimburse us for any payment we must make because of bodily injury to such persons.

Schedule

Partners

Officers

Others

Kristian Roskaft

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09/01/2025 Policy No. BNET755098505 Endorsement No. 0

Insured Acousti Doors & Specialties, LLC

Insurance Company Key Risk Insurance Company

Countersigned by _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Description
SC	Any person or organization with whom the insured agrees to waive subrogation in a written contract.
MS	Any person or organization with whom the insured agrees to waive subrogation in a written contract.
FL	Any person or organization with whom the insured agrees to waive subrogation in a written contract.
GA	Any person or organization with whom the insured agrees to waive subrogation in a written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09/01/2025 Policy No. BNET755098505 Endorsement No. 0

Insured Acousti Doors & Specialties, LLC

Insurance Company Key Risk Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage.....	2
2. Unintentional Failure To Disclose Hazards.....	8
3. Damage To Premises Rented To You.....	8
4. Supplementary Payments.....	10
5. Medical Payments.....	10
6. 180 Day Coverage For Newly Formed Or Acquired Organizations.....	10
7. Waiver Of Subrogation.....	10
8. Automatic Additional Insured - Specified Relationships:.....	10
(a) Managers Or Lessors Of Premises	
(b) Lessor Of Leased Equipment	
(c) Vendors	
(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises	
(e) Mortgagee, Assignee Or Receiver	
9. Property Damage To Borrowed Equipment.....	13
10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services.....	14
11. Broadened Notice Of Occurrence.....	14
12. Nonowned Aircraft.....	14
13. Bodily Injury Redefined.....	15
14. Expected Or Intended Injury Redefined.....	15
15. Former Employees As Insureds.....	15
16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage.....	15
17. Broadened Contractual Liability - Work Within 50' Of Railroad Property.....	17
18. Alienated Premises.....	17

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Damage To Premises Rented To You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- Bail Bonds: \$2,500
- Loss Of Earnings: \$ 500

5. Medical Payments

Medical Expense Limit: \$10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: \$10,000
 Deductible Amount: \$ 250

16. Voluntary Property Damage Coverage (Coverage D) and Care, Custody Or Control Liability Coverage

Limits Of Insurance

Voluntary Property Damage Coverage:
 \$1,000 Each Occurrence
 \$5,000 Aggregate
 Care, Custody Or Control Liability Coverage:
 \$5,000 Each Occurrence unless otherwise stated \$ _____

Deductible Amount (Each Occurrence)

Voluntary Property Damage Coverage: \$250
 Care, Custody Or Control Liability Coverage: \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
Care, Custody Or Control Liability			\$
TOTAL ANNUAL PREMIUM			\$

C. Coverages

1. Employee Benefit Liability Coverage

a. The following is added to **Section I - Coverages**:

EMPLOYEE BENEFIT LIABILITY COVERAGE

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **C. Coverages, 1. Employee Benefit Liability Coverage, c. Limits Of Insurance** of this endorsement; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(b) This insurance applies to damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under **C. Coverages, 1. Employee Benefit Liability Coverage, b. Who Is An Insured, (1)** of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest,

fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- 1) Refusal to employ;
- 2) Termination of employment;
- 3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- 4) Consequential liability as a result of 1), 2) or 3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Supplementary Payments - Coverages A and B also apply to this Coverage, however 1.b. and 2. of the Supplementary Payments provision do not apply.

b. Who Is An Insured

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

- (1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this en-

dorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 4. Other Insurance is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance

is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Employee Benefit Liability Coverage.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:
 - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or

scope of "employee benefit programs";

- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
 3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.
4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.
- (2) The following definitions are deleted in their entirety and replaced by the following:
- 5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - 18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.
2. **Unintentional Failure To Disclose Hazards**
- Section IV - Commercial General Liability Conditions, 6. Representations** is amended by the addition of the following:
- Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.
3. **Damage To Premises Rented To You**
- a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in Section **III** - Limits Of Insurance.
 - b. The insurance provided under Section **I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under Section **I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

 - (a) "Property damage":

- (i) Assumed in any contract or agreement; or
- (ii) Caused by or resulting from any of the following:
 - 1) Wear and tear;
 - 2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - 3) Smog;
 - 4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - 5) Settling, cracking, shrinking or expansion;
 - 6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or
 - 7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- (b) "Property damage" caused directly or indirectly by any of the following:
 - (i) Earthquake, volcanic eruption, landslide or any other earth movement;
 - (ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
 - (iii) Water under the ground surface pressing on, or flowing or seeping through:
 - 1) Foundations, walls, floors or paved surfaces;
 - 2) Basements, whether paved or not; or
 - 3) Doors, windows or other openings.
- (c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air

conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

- (i) You did your best to maintain heat in the building or structure; or
 - (ii) You drained the equipment and shut off the water supply if the heat was not maintained.
- (d) "Property damage" to:
- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
 - (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

- (1) Paragraph **6.** of Section **III** - Limits Of Insurance is replaced by the following:
 - 6.** Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:
 - a.** While rented to you, or temporarily occupied by you with permission of the owner;
 - b.** In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
 - c.** In the case of damage by water, while rented to and occupied by you.
- (2) The most we will pay is limited as described in Section **B.** Limits Of

Insurance, **3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B:**

- a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in **Section B. Limits Of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in **Section B. Limits Of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in **Section B. Limits Of Insurance, 5. Medical Payments** of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom

the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

8. Automatic Additional Insured - Specified Relationships

- a. The following is added to **Section II - Who Is An Insured:**

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on be-

half of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (i)** The insurance afforded the vendor does not apply to:
 - 1)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for

damages that the vendor would have in the absence of the contract or agreement;

- 2)** Any express warranty unauthorized by you;
- 3)** Any physical or chemical change in the product made intentionally by the vendor;
- 4)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7)** Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs (c)(i)4 or 6 of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) **State Or Governmental Agency Or Subdivision Or Political Subdivision -**

Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) **Mortgagee, Assignee Or Receiver**

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- (2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **4**. Other Insurance is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

a. The following is added to Exclusion **2.j**. Damage To Property under Section **I - Coverage A - Bodily Injury And Property Damage Liability**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B**.

Limits Of Insurance, **9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) Section **IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under Section **II - Who Is An Insured** does not apply to:

- 1) Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- 2) Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under Section **IV - Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1.** of Section **II - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

12. Nonowned Aircraft

The following is added to Exclusion **2.g. Aircraft, Auto Or Watercraft** under Section **I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 3. "Bodily injury" is replaced by the following:

- 3. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of Exclusion **2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

- 2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

- a. **Section I - Coverages** is amended to include the following:

COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

(1) Insuring Agreement

- (a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1) Damage is caused by you; or

- 2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

- (b) This insurance applies to "property damage" only if:

- 1) The "property damage" takes place in the "coverage territory"; and
- 2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by Coverage **A - Bodily Injury And Property Damage Liability, 2. Exclusions**, except for **j. Damage To Property, Paragraphs (3), (4), (5) and (6), k. Damage To Your Product, and l. Damage To Your Work.**

(3) Definitions

For purposes of Voluntary Property Damage Coverage only, the following definitions under **Section V - Definitions** are replaced by the following:

13. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

17. "Property damage" means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

As used in this definition, electronic data means information, facts or programs, stored as or on, created or used on, transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by Care, Custody Or Control Liability Coverage in this endorsement only:

(1) Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property, Paragraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph (2) supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which Care, Custody Or Control Liability Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for

"property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, **Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section B. Limits Of Insurance, 16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) (a) Subject to (3) below, the Voluntary Property Damage Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage;

(b) The Care, Custody Or Control Liability Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Care, Custody Or Control Liability Coverage;

because of all "property damage" arising out of any one "occurrence".

(3) The Voluntary Property Damage Coverage, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term".

(4) **Deductible Clause**

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B**, Limits Of Insurance, **16**. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage. The limits of insurance will not be reduced by the application of such Deductible Amount.
- (b) Section **IV** - Commercial General Liability Conditions, **2**. Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken,

you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 9. "Insured contract" is amended as follows:

- a. Paragraph **c.** is replaced by the following:
 - c. Any easement or license agreement;
- b. Paragraph **f.(1)** is deleted in its entirety.

18. Alienated Premises

Exclusion **2.j.** Damage To Property, Paragraph **(2)** under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability does not apply if the premises are "your work".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 09-01-2025	Policy Number: EBA 014 43 41
Named Insured: ACOUSTI DOORS & SPECIALTIES LLC	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC PRIMARY AND NON-CONTRIBUTORY COVERAGE ENDORSEMENT - WHERE REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

LIMITS OF INSURANCE: \$ 2 ,000,000 Each Occurrence Limit \$ 2 ,000,000 Aggregate Limit	
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COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM, US 101 and US 101 UM, is amended as follows:

A. SECTION III - LIMITS OF INSURANCE is amended to add the following:

7. For the purposes of this endorsement only, the Limits of Insurance stated in the Schedule of this endorsement and described below will apply on a "primary and non-contributory basis" within the parameters set forth in **SECTION III - LIMITS OF INSURANCE** of the Coverage Part to which this endorsement is attached:

We will not pay more on behalf of a "non-contributory additional insured" than the lesser of:

- a. The Limits of Insurance stated in the Schedule of this endorsement; or
- b. The limits of insurance required in a written contract on a "primary and non-contributory basis" for such "non-contributory additional insured", but only to the extent the required limits of insurance are in excess of the "underlying insurance"; or
- c. The Limits of Insurance available after the payment of "ultimate net loss" on any insured's behalf from any claim or "suit".

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

B. SECTION IV - CONDITIONS is amended as follows:

1. Condition **9. Other Insurance** is amended to add the following:

It is agreed that this condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

However:

- a. This exception to the Other Insurance Condition shall only apply if the applicable "underlying insurance" applies on a "primary and non-contributory basis" for such "non-contributory additional insured" and only to the extent of the specific limits of insurance required in a written contract or agreement on a "primary and non-contributory basis" that is in excess of the "underlying insurance"; and
- b. It is understood and agreed that the insurance provided by this Coverage Part is excess of:
 - (1) "Underlying insurance" listed in the Schedule of Underlying Insurance;
 - (2) Any other insurance available to the "non-contributory additional insured" as an additional insured; and
 - (3) Any other insurance available to the "non-contributory additional insured" on which they are not a named insured.

2. The following condition is added:

15. As a precedent to the receipt of insurance coverage hereunder, the "non-contributory additional insured" must give written notice of such claim or "suit", including a demand for de-

fense and indemnity, to any other insurer who had coverage for the claim or "suit" under its policies. Such notice must demand the full coverage available and the "non-contributory additional insured" shall not waive or limit such other available coverage.

This condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

C. SECTION V - DEFINITIONS is amended to add the following:

30. "Non-contributory additional insured" means any person or organization:

- a.** Qualifying as an additional insured under **SECTION II - WHO IS AN INSURED**, Paragraph **3.** of the Coverage Part to which this endorsement is attached; and
- b.** Being granted additional insured status on a "primary and non-contributory basis" in the "underlying insurance" as required in a written

contract between an additional insured and a Named Insured provided:

(1) The written contract or agreement is executed before the "occurrence" resulting in "bodily injury", "personal and advertising injury" or "property damage" for which coverage is being sought under this endorsement; and

(2) The written contract or agreement requires a specific limit of insurance on a "primary and non-contributory basis" that is in excess of "underlying insurance".

31. "Primary and non-contributory basis" means that the limits of insurance of the Coverage Part to which this endorsement is attached apply to insured loss on behalf of the "non-contributory additional insured" prior to limits of insurance from other insurance in which the "non-contributory additional insured" is a named insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION - AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 09-01-2025	Policy Number: EBA 014 43 41
Named Insured: ACOUSTI DOORS & SPECIALTIES LLC	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of

payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Designated Construction Project(s):

EACH OF THE NAMED INSURED'S CONSTRUCTION PROJECTS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or aban-

doned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

- 3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- 4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

- 1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

- 2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- 3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

- F.** Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance;** or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

- G.** The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H.** **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 09-01-2025	Policy Number: EBA 014 43 41
Named Insured: ACOUSTI DOORS & SPECIALTIES LLC	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Description
SC	Any person or organization with whom the insured agrees to waive subrogation in a written contract.
MS	Any person or organization with whom the insured agrees to waive subrogation in a written contract.
FL	Any person or organization with whom the insured agrees to waive subrogation in a written contract.
GA	Any person or organization with whom the insured agrees to waive subrogation in a written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09/01/2025 Policy No. BNET755098505 Endorsement No. 0

Insured Acousti Doors & Specialties, LLC

Insurance Company Key Risk Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Designated Construction Project(s):

EACH OF THE NAMED INSURED'S CONSTRUCTION PROJECTS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because

of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or aban-

doned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION - AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 09-01-2025	Policy Number: EBA 053 47 08
Named Insured: ACOUSTI DOORS & SPECIALTIES LLC	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of

payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 09-01-2025	Policy Number: EBA 053 47 08
Named Insured: ACOUSTI DOORS & SPECIALTIES LLC	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

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

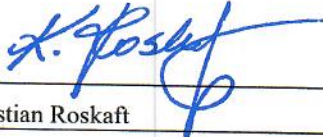
STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

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

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

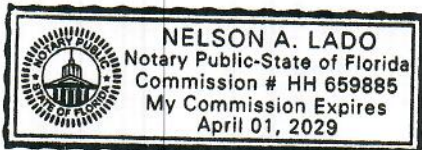
Further Affiant sayeth not.


Date: January 9, 2026

Signed: 
Print Name: Kristian Roskaft
Title: President

SUBSCRIBED AND SWORN before me by means of physical presence or online notarization on the 9th day of January, 2026 by Kristian Roskaft as President on behalf of Acousti Doors & Specialties, LLC who is personally known to me or who has produced _____ as identification.

(Notary Seal)




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

Acousti Doors & Specialties, LLC.

Operable Partitions • Accordion Partitions • Wall Covering • Fire Rated/Non-Fire Rated Coiling Doors • Accordion Fire Doors
Sectional Overhead Doors • Raised Computer Floor • Projection Screens • Service/Repair

BID PROPOSAL

To: Wiggins, Teresa	From: Daylen White – daylen@acoustids.com
Phone: 386.506.5868	Date: December 19, 2025
Email: twiggins@port-orange.org	Pages: One
Project: CoPo – Adult Activity Center	CC: Kristian Roskaft - kristian@acoustids.com

Scope of Work: Operable Partitions

Model:	Kwik-Wall 3020 (Multi- Direction)
STC:	56S
Panel Warranty:	5 Years
Panel Thickness:	Nominal 4”
Track System:	Use Existing Track
Face Material:	Vinyl by Kwik-Wall
Installation:	By Factory Trained Technicians
Sizes:	One (1) each x 48’-5 3/4” wide x 8’-5” high
Seals:	Manual Bottom Seals with Top Sweeps
Pocket Door:	No
Pass Door:	Yes, Panic Hardware and Prepared for Customer’s Lock
Demo & Removal of Existing Panels	
Total Cost:	\$ 43,850.00

Note:

- 1.) Normal working hours
- 2.) Engineered Stamped Drawings not included
- 3.) Please add 2.5% of the contract amount if this project requires certified payroll and 1.5% for OCIP/CCIP.
- 4.) Standard COI endorsements are included in the proposal. Any additional requested endorsements including CG2010 & CG2037 will be an additional fee of \$250.00/endorsement.
- 5.) This quote is valid for ninety (90) days. Escalation is assumed through May 2026.
- 6.) It is your responsibility to review this quotation to ensure product, price, quantities, sizes, exclusions, etc., reflect what is required for the project you are about to bid

Respectfully Submitted by:

Daylen White
Assistant Project Manager/Estimator
Acousti Doors & Specialties, LLC





SSE SPACE MANAGEMENT

A DIVISION OF SOUTHEASTERN SURFACES & EQUIPMENT

Florida State Certified M/WBE

QUOTATION

TO: City of Port Orange Parks and Recreation
1395 Dunlawton Ave.
Port Orange, FL 32129

DATE: 1/6/2026
PHONE: 386-506-5868

ATTN: Teresa Wiggins

QUOTE #: 26-01-003

PROJECT: Port Orange Adult Activity Center
Port Orange, Florida

We are pleased to offer the following proposal:

OPERABLE PARTITION Section 10 22 26

Manufacturer: MODERNFOLD

- Series Encore Single Panel Partition System
- STC 56
- Openings (1) @ 48'-5.5" W x 8'-4.5" H (12 panels)
- Panel Construction Steel over gypsum to steel welded frame
- Surface Modernfold Standard Vinyl
- Final Closure Expandable Panel
- Seals Top – Automatic, Bottom – Sureset (2" Manual Seals)
- Track Reuse Existing Track – Prep/Clean Existing Track
- Pass Door (1) 3070 Pass Door with Panic Hardware and Exit Sign
- Pocket Door None
- Support Existing
- Installation By certified installers.
- Removal By SSE
- Disposal By SSE – Dumpster delivered to site

DELIVERED & INSTALLED: \$ 54,600.00*

*PLEASE NOTE: Proposal based on manufacturer's required minimum clearances for proper and safe operation and warranty. This quotation is to delivery and installation in twelve months from date of purchase order/contract. Beyond twelve months subject to material escalation.

SSE Space Management, LLC

By: *Jenna Haas*

Business Development Manager

Phone 386-428-8875

Email jhaas@sseteam.com



P.O. Box 602 • 569 Canal Street • New Smyrna Beach • Florida • 32170

Phone: (386) 428-8875 • Fax: (386) 428-8767

www.sseteam.com





SSE SPACE MANAGEMENT

A DIVISION OF SOUTHEASTERN SURFACES & EQUIPMENT

Florida State Certified M/WBE

Notes:

- We accept Visa, Master Card and American Express. Payments made using a Visa or Master Card will require an additional fee of 2%. American Express payments will require an additional fee of 2.5%.
- Sales/Use taxes are INCLUDED in above bid amount.
- 50% Deposit required at time of Order. Balance due on completion, with prior approved credit.
- Payment and Performance Bonds are NOT INCLUDED in the above price. Add 1% for our standard bond form. If alternate bond forms are required there may be an additional cost and the forms will be subject to approval by our bonding company.
- Removal and disposal of existing equipment or materials is NOT INCLUDED.
- Materials stored at owner or GC's request will incur storage fees and handling charges.
- All electrical service requirements, including conduit, wiring and/or final hook which may be required shall be provided by electrical subcontractor.
- Hoisting for non-ground floor access, unless specifically indicated above is not included.
- 100% Restocking fee on all materials.
- Permits, if required, are not included, and shall be provided by others at others expense.
- **Operable Partitions** – GC to provide pre-punched overhead support beams to support the operable partitions. Sway bracing, sound plenums, blocking at wall and jamb, lock cylinders, pass doors, pocket doors, other accessories (i.e., marker boards), or caulking are not included unless specifically indicated above.
- All pricing based upon work being performed during regular working hours. Weekend, holiday, and after-hours work is extra, unless otherwise noted.
- Proposal based on manufacturer's required minimum clearances for proper and safe operation and warranty.
- This quotation is good for 30 days from date of this proposal and subject to delivery and installation in twelve months from date of purchase order/contract. Beyond twelve months subject to material escalation.

TERMS AND CONDITIONS

- **FINANCE CHARGES** Purchaser will receive monthly statements; however, payment is due upon receipt of original invoice. If the balance shown on a monthly statement is not paid before the 30th day of the same month, interest will accrue on the unpaid amount at the highest rate allowable by Florida law.
- **PERSONAL JURISDICTION** Any judicial proceeding by the Purchaser against the Seller or the Seller against the Purchaser involving, directly or indirectly, any matter in any way arising out of related to or connected with this agreement or any other credit document shall be brought in the courts of the State of Florida, County of Volusia, and the parties accept exclusive personal jurisdiction of these courts for the purpose of any suit, action or proceeding. In addition, the parties knowingly, intentionally, and irrevocably waive to the fullest extent permitted by law, any objection which they may now or later have to the laying of venue of any suit, action or proceeding arising out of relating to this agreement, or any judgment entered by any court brought in the State of Florida. Further, both parties intentionally and irrevocably waive any claim that any suit, action or proceeding brought in the State of Florida, County of Volusia, has been brought in an inconvenient forum.
- **ATTORNEY'S FEES** If Seller employs an attorney to enforce any provision of this Quotation or invoice, or to defend any action brought by Purchaser, its agents or employees against Seller, whether the action sounds in contract, in tort or otherwise, or to collect any payment due to Seller from Purchaser whether or not suit is instituted, Seller will be entitled to recover from Purchaser all costs and expenses incurred including a reasonable attorney's fee.
- **VENUE/JURY TRIAL/INTEREST** Purchaser will pay interest on all monies due to Seller at the highest lawful contract rate. Purchaser **WAIVES ANY RIGHT TO JURY TRIAL** in any action brought by or against Purchaser involving Seller regardless of whether the claim sounds in contract, in tort or otherwise, or is in any proceeding related, ancillary or supplementary to this Application. Purchaser waives any right of venue and agrees that any legal action or arbitration proceeding between Purchaser and Seller regardless of whether it sounds in contract, in tort or otherwise, will be brought in a state court of competent jurisdiction located in Volusia County, Florida.
- **PERSONAL GUARANTY** The person signing this Quotation on behalf of the Purchaser, personally and individually, guarantees the full and prompt performance of the Purchaser and the payment of all sums due to Seller. As used in this PO, The term "Purchaser" will also include the guarantor and any other party to this PO and all waivers are equally applicable to those persons.
I have read and agreed to the terms and conditions of this Quotation.

SIGNATURE

TITLE

DATE





PROFFESIONAL SERVICE SUPPLY, LLC

**Bid Proposal:
For Adult Activity Center City Of Port Orange**

To: Teresa Wiggins From: Fabian Bishop - fbishoppss@gmail.com
Phone: 386-506-5868 Date: January 08 , 2026
Email:
twiggins@port-orange.org Pages: Two

Scope of Work:	Operable Partitions
Model:	Kwik-Wall 3020 (Multi- Direction)
STC:	56S
Panel Thickness:	Nominal 4"
Track System:	Use Existing Track
Face Material:	Vinyl by Kwik-Wall
Installation:	Yes
Sizes:	One (1) each x 48'-5" wide x 8'-4" high
Seals:	Manual Bottom Seals with Top Sweeps
Pocket Door:	No
Pass Door:	Yes, Panic Hardware
Partitions Cost:	\$ 37,610.00 Manufacture
Taxes 6.5%:	\$ 2,444.65 Manufacture
Delivery Cost:	\$ 4,100.00 Manufacture
Total Material Cost	\$ 44,154.50 Manufacture
Deposit Payment	50% Securement and 50% Due before it ships. Manufacture
Removal/Disposal/Cleanup,	
Installation & Labor	\$ 21,980.50 PSS
Taxes 6.5%:	\$ 1,428.73 PSS
Total Labor Cost:	\$ 23,409.23 PSS
Deposit Payment:	50% deposit required upon approval of the project and the reminder 50% due upon completion of the project. No more than 10 days exceeding completion. PSS
Total Cost of Project	\$ 67,563.73

Note:

- 1.) Normal working hours
- 2.) 50% Payment on Securement. Final 50% before it ships.
- 3.) Includes twenty-four Type 36 Hufcor trollies.
- 4.) Engineered Stamped Drawings not included
- 5.) Standard COI endorsement are included in the proposal. Any additional requested endorsements will be an additional fee of \$250.00/endorsement.
- 6.) This quote is valid for a hundred and twenty (120) days.

Respectfully Submitted by:

Professional Service Supply, LLC (PSS)
Fabian Bishop - Owner & Project Manager
Mobile: (407) 230-9766
Email: fbishoppss@gmail.com



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/17/2026

SUBJECT: (B6f) Approval of Change Order No. 4 to the EJCDC Agreement for ITB #22-10 – Water Reclamation Facility East Master Lift Station Upgrade with McMahan Construction Company, Inc.

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Change Order No. 4 under the EJCDC Agreement for ITB #22-10 WRF East Master Lift Station Upgrades with McMahan Construction Co. Inc. authorizing additional funds in an amount not to exceed \$495,000 to modify the scope to include installation of new bar screens; authorizing an additional 180 days in time; and authorizing the Mayor and City Clerk to execute all required documents.

SUMMARY: Over the next several years, the City's Water Reclamation Facility (WRF) will undergo significant upgrades and improvements through three separate capital projects. The East Master Lift Station Upgrades project is the first of these efforts and is currently under construction. The second project, WRF Resiliency Upgrades, includes electrical improvements and the installation of two new influent bar screens. The third and largest project will involve major facility and treatment process upgrades and has recently entered the initial design phase.

This item requests approval to move the installation of the two new influent bar screens from the WRF Resiliency Upgrades project (second project) to the East Master Lift Station Upgrades project (first project). The WRF relies on influent bar screens to remove large solids and rags from the East Master Lift Station flow prior to biological treatment. The facility is currently operating with only one (1) functional bar screen, which creates an operational risk. A failure of the remaining screen could compromise the treatment process and result in substantial damage to downstream equipment.

On August 6, 2024, City Council approved the direct purchase of two (2) new Hydro-Dyne Center Flow Bar Screens from Hydro-Dyne Engineering. These units were purchased in anticipation of installation under the WRF Resiliency Upgrades project. That project is currently scheduled to be advertised for construction in spring 2026, with bar screen installation anticipated in summer 2026. Given the facility's current condition and operational risk, waiting until summer 2026 to install the new bar screens is not advisable.

To expedite installation, City Engineering requested a proposal from McMahan

Construction Company, Inc., which is currently mobilized on-site as part of the East Master Lift Station Upgrades project (EJCDC Agreement CA7600 – ITB #22-10).

Change Order No. 4 authorizes a modification to the existing scope of work to include the installation of the two (2) Hydro-Dyne Center Flow Bar Screens under McMahan Construction Company's current contract. The cost of this additional work is \$495,000, revising the total agreement amount to not exceed \$4,802,564.00.

This scope addition also requires a 180-day extension to the project's final completion date, moving it from February 6, 2026, to August 5, 2026.

Relocating the bar screen installation to the East Master Lift Station Upgrades project allows the City to address the operational risk sooner, avoid potential treatment system failures, and take advantage of an already mobilized contractor.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	McMahan Construction Co., Inc. Change Order No. 4 to EJCDC Agreement for ITB 22-10 WRF East Master Lift Station Upgrade	1McMahan Construction Co., Inc. Change Order No. 4 to EJCDC Agreement for ITB 22-10 WRF East Master Lift Station Upgrade.pdf
2.	Proposal for Hydro Dyne Screen installation, 1-13-26	Proposal for Hydro Dyne Screen installation, 1-13-26.pdf
3.	EXECUTED - McMahan Construction Co., Inc. EJCDC Agreement ITB 22-10 WRF East Master Lift Station Upgrades	EXECUTED - McMahan Construction Co., Inc. EJCDC Agreement ITB 22-10 WRF East Master Lift Station Upgrades.pdf
4.	EXECUTED - McMahan Construction Co. - Payment and Performance Bond	EXECUTED - McMahan Construction Co. - Payment and Performance Bond.pdf
5.	EXECUTED - McMahan Construction Co, Inc Change Order No. 1	EXECUTED - McMahan Construction Co, Inc Change Order No. 1.pdf
6.	EXECUTED - Change Order No 3 to the EJCDC Agreement for ITB 25-10	EXECUTED - Change Order No 3 to the EJCDC Agreement for ITB 25-10.pdf
7.	EXECUTED - Change Order No. 2 ITB 22-10 Water Reclamation Facility East Master Lift Station Upgrade, dated 8-21-2024	EXECUTED - Change Order No. 2 ITB 22-10 Water Reclamation Facility East Master Lift Station Upgrade, dated 8-21-2024.pdf
8.	Port Orange COI - McMahan Construction Co 11.2026	Port Orange COI - McMahan Construction Co 11.2026.pdf
9.	McMahan Construction HTA	McMahan Construction HTA.pdf

Julia Wiggins
Richard Colby
Junos Reed

Created/Initiated - 01/13/2026
Approved - 01/13/2026
Approved - 01/29/2026

Sue Wang
Matthew Jones
Wayne Clark

Approved - 01/31/2026
Approved - 02/04/2026
Final Approval - 02/06/2026

CHANGE ORDER NO. 4
To the EJCDC Agreement dated February 21, 2023
McMAHAN CONSTRUCTION Co., INC., Contractor

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

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$4,058,000.00	Original Contract Times: Substantial Completion: 335 days (NTP Issued July 11, 2023) Final Completion: 365 days
Net changes from previous Change Order:	Changes in contract time from previous Change Orders:
No. 1: \$ 38,250.00 No. 2: N/A No. 3: \$211,314.00	No. 1: 0 days No. 2: 365 days No. 3: 210 days
Contract Price prior to this Change Order:	Contract Completion Date prior to this Change Order:
No. 1: \$4,096,250.00 No. 2: \$4,096,250.00 No. 3: \$4,307,564.00	No. 1: July 11, 2024 No. 2: July 11, 2025 No. 3: February 6, 2026
Net Increase (decrease) of this Change Order:	Changes in contract time requested this Change Order:
No. 4: \$495,000.00	No. 3: 180 days
Contract Price with all approved Change Orders: \$4,802,564.00	Contract Times with all approved Change Orders: Final Completion: August 5, 2026

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the EJCDC Agreement entered into by and between the parties on February 21, 2023.
- II. REQUIRED CHANGES: Change Order is necessary to provide additional funding, a scope change to include installation two (2) new Hydro Dyne bar screens, and time to complete project and close out all necessary documents. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: Change Order No 4 is necessary to install two (2) new Hydro Dyne bar screens and to add 180 days. This will move the Final Completion date from February 6, 2026, to August 5, 2026.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Contract for Services subject to a limit up to but not to exceed \$495,000.00; revised amount not to exceed \$4,802,564.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:
RICHARD COLBY
Department Project Manager

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

By: _____
Richard Colby, Construction Manager

By: _____
John Justus, Jr. Executive Vice President

Date Signed: _____

Date Signed: _____

RECOMMENDED BY:
N/A
City's Representative

RECOMMENDED BY:
N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Junos Reed, City Engineer

Date Signed: _____

City Manager

By: _____
Wayne Clark, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Scott Stiltner, Mayor

Robin L. Fenwick, MMC, City Clerk

Date Signed: _____

Date Signed: _____

McMahan Construction Co., Inc.

DEAN KELLOGG, *President*
#CGC1532692 and #CBC1259026

JOHN JUSTUS, JR., *Exec. Vice President*
#CGC059437 and #CUC057309

SHERRY VAUGHN
Secretary-Treasurer

January 13, 2026

City of Port Orange Engineering
1000 City Center Circle
Port Orange, Florida 32129
Attn: Junos Reed, P.E. - City Engineer

Re: WRF East Master Lift Station Upgrades, ITB #22-10-Hydro Dyne Screens

At the City's request, we have developed the following cost to install the two Hydro Dyne screens, compactors, pumps & level indicators per the Mead & Hunt plans received 12/10/25. Total cost to do this work is **\$495,000**. Our cost breakdown is provided on the attached schedule of values per the specifications provided.

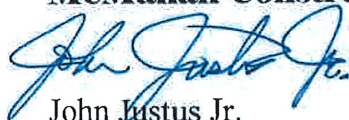
We have the following clarifications regarding our pricing:

- McMahan can immediately proceed with an email approval and then change order approval sometime in February 2026.
- Installation will take 5-6 weeks depending on the electrical work.
- Based on our measurements, the stop gates do not need to be moved. We have not included new stop gates in our price.
- McMahan intends to reuse the existing odor control covers.
- Quotes from Chinchor Electric and Revere Controls are attached for reference and are part of our proposal with their clarifications.
- McMahan has not included any painting of the new pvc piping or pumps.
- Chinchor Electric will be getting a permit revision to include the screens.
- Revere Controls will be connecting to either the existing VTScada or the new PAX system at the City's preference.
- McMahan intends to pour a concrete base for the pumps in lieu of an aluminum support base shown on the plans.

McMahan will assist in the screen startups with the City coordinating the manufacturer's representative to be onsite. Contact us with any questions. Thanks.

Sincerely,

McMahan Construction Co., Inc.



John Justus Jr.
Executive Vice President
Office #386-734-1071
Cell #386-214-1339

Mailing Address: P.O. Box 223, DeLand, FL 32721-0223 • *Street Address:* 123 E. Indiana Avenue, DeLand, FL 32724
Phone: (386) 734-1071

WRF EAST MASTER LIFT STATION SCREEN INSTALLS - SCHEDULE OF UNIT PRICING

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
1	Mobilization and Demobilization	1.00	LS	\$ 20,000.00	20,000.00
2	Demolition of Existing Stairscreens/Compactors	1.00	LS	\$ 50,000.00	50,000.00
3	Install Two(2) City Supplied Hydrodyne Screens	1.00	LS	\$ 60,000.00	60,000.00
4	Install Two(2) City Supplied Hydrodyne Compactors	1.00	LS	\$ 30,000.00	30,000.00
5	Install City Supplied Booster Pumps	1.00	LS	\$ 35,000.00	35,000.00
6	Electrical and I&C	1.00	LS	\$ 250,000.00	250,000.00
7	Miscellaneous Allowance	1.00	LS	\$ 50,000.00	50,000.00
TOTAL BID PRICE (ITEMS 1-7):				\$	495,000.00



PROPOSAL FOR SERVICES

To: Estimating Department

Date: 12/19/2025

Street Address:

City/State/Zip:

Phone:

Project Name: Port Orange MLS Barscreen

Location:

SCOPE: Chinchor Electric, Inc. proposes services to furnish and install specified work for drawings titled City of Port Orange Water Reclamation Facility SAHFI Barscreen Replacement, dated 11/2025, & engineered by Mead & Hunt and Bailey Engineering. Chinchor Electric, Inc includes the receipt of (0) addendums and **ONLY** includes what is stated below.

Furnished & Installed by Chinchor Electric, Inc.

- Electrical permit
 - Demo of existing headworks electrical equipment as depicted
 - (6) 30amp, Nema 4x, stainless steel disconnects
 - Aluminum conduit above grade
 - Direct burial schedule 80 PVC below grade
 - PVC coated aluminum risers emerging from grade
 - 316 stainless steel mounting hardware
 - 3" aluminum posts for electrical equipment racks
 - Aluminum type EYS conduit seals
 - Type XHHW conductors
 - (2) Nema 7 termination cabinets
 - Grounding per NEC and sheet E-009
 - Intercepting existing conduits from pullbox PB-1 and extending conduit and wire to HCP-1&2 junction boxes. Location of PB-1 as shown in drawings is unknown. Assuming 50' linear feet of exposed conduit and wire from PB-1 to HCP-1&2 junction boxes.
 - Direct burial schedule 80 PVC from panels HCP-1&2 around barscreen structure to stub up near new screen equipment, then run exposed to their destinations
 - Electrician onsite for startup
 - Coordination with I&C contractor
 - Conduit runs for fiber optic cable
 - Installation of fiber optic cable
 - Electrical contractor to Megger test wire in house. No NETA certified testing is included
-

Furnished by Others & Installed by Chinchor Electric, Inc.

- Panels HCP-1 & HCP-2
 - (2) Local control stations for barscreens
 - (2) Local control stations for booster pumps
 - Panel FPP-HCP
 - Fiber optic cable
-

Items Excluded:

- Temporary Power. Can be added to quote if needed.

- Fiber optic terminations/testing and any/all fees associated.
 - SCADA programming/testing and any/all fees associated.
 - Sunshields for Instrumentation equipment.
 - Dewatering.
 - Power Company fees.
 - Maintenance of traffic.
 - Bond.
 - Patching and any form of painting.
 - Concrete, asphalt, gravel, & sod removal, restoration, or repair. Unless specifically stated above.
 - Housekeeping pads.
 - Any/all items not listed above.
-

We shall furnish labor and materials complete and in accordance with above specifications and in compliance with the National Electric Code, Local Code and Standard Practices for the sum of:

Total: \$211,350.00

- Should you elect to proceed this proposal shall become part of an agreed upon construction contract by both parties.
- Any deviation from the above specifications resulting in extra work will be executed only upon written order.
- This proposal is subject to **acceptance within Thirty (30) working days** and is void thereafter at the option of Chinchor Electric, Inc.

December 23, 2025

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

Reference: Programming for Barscreen Replacement & Supply of Fiber Equipment.
Port Orange, FL – East Master LS Improvements
Revere Control Systems Job No. AD0075

Dear Mr. Justus,

Revere Control Systems is pleased to submit a proposal for the requested changes to integrate the new barscreens to either the existing VTSCADA OR the new PlantPAX HMI and supply all needed Fiber parts as per listed in the specs and drawings provided by McMahan on Thursday 12/11/2025

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

Equipment / Materials

- Supply 1 X NEMA 4X 316SS Hoffman enclosure to host the Fiber optic Patch Panel Labeled as FPP-HCP in the drawings.
- Supply 1 X Corning Fiber patch panel to host 2 X 12 Strand fibers & 2 X 6 Strands fibers.
- Supply 2 X 12 CCH Corning fiber Connectors housing.
- Supply 2 X 6 CCH Corning fiber Connectors housing.
- Supply 48 Unicam connectors.
- Supply of 80 FT of 6 Strand fiber cables.

Services

- Sixteen (16) Hours In-house HMI Programming hours.
- Eight (8) Hours In-house testing.
- Thirty (30) Hours Onsite startup
- Sixteen (16) Travel time.
- Four (4) Documentation hours.
- Four (4) CAD Hours
- Six (6) Project Management coordination hours for internal and external coordination.
- Eight (8) Production hours for Panel assembly

Clarifications & Exclusions:

- Our proposal doesn't include fiber terminations & Testing.
- Fiber terminations to be documented by the vendor responsible for terminations.
- IO checkout is not in Revere's SOW if any hardwires are added, the drawings show only Modbus communication.
- Chinchor Electric to confirm that the 80 FT fiber is sufficient for the 2 runs (From HCP-1 to FPP-HCP & From HCP-2 to FPP-HCP – 40 FT per run)
- New Bar Screens Control panels HCP-1 & HCP-2 are provided by the Bar screen vendor.

Integration for new Barscreens	\$23,200.00
Adding 10% for Engineering Services review by Smart Energy	\$2,320.00
Total for Option 2	\$25,520.00

Commercial Terms

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

Respectfully Submitted,

Peter Basily

Peter Basily, PMP
Senior Project Manager
Revere Control Systems

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

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

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

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

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

ARTICLE 2 – THE PROJECT

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

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

ARTICLE 3 – ENGINEER

3.01 *The part of the Project that pertains to the Work has been designed by the Project Engineer, Nicole E. McConnell, P.E. (“Engineer”) and Stephen E. Bailey, P.E. (“Engineer”) of Kimley-Horn and Associates, Inc., and shall act as Owner’s representatives, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.*

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

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

4.02 *Days to Achieve Substantial Completion and Final Completion*

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

4.03 *Liquidated Damages*

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

ARTICLE 5 – CONTRACT PRICE

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

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

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

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

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

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

- C. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Progress Payments*

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

6.02 *Progress Payments; Retainage*

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

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

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

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

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 Severability

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

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Contractor certifies that in the event a Lien is recorded on the Project by any person or entity providing labor, services, or materials with respect to any portion of the Work, it will immediately transfer such lien to its payment bond or take other appropriate action to immediately remove the encumbrance.

10.06 *No-Damage-for-Delay*

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

10.07 *No Intended Third-Party Beneficiaries*

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

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

CITY OF PORT ORANGE
Owner

By: Donald O. Burnette

Title: Mayor

Date: _____

Attest: Robin L. Fenwick, MMC

Title: City Clerk

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129

(386) 506-5500

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

By: Dean Kellogg

Title: President

Date: _____

Attest: _____

Title: _____

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

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

License No.: CGC010240

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. 0246133

Executed in 3 Counterparts

PRINCIPAL:

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

SURETY: Berkley Insurance Company
Address: 475 Steamboat Road
Greenwich, CT 06830
Contact Person: Surety Department
Phone Number: 203-542-3800

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

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

Description of Work: ITB 22-10 Water Reclamation Facility East Master Lift Station Upgrades
Project Location: Water Reclamation Facility at 817 Oak Street, Port Orange, Volusia County, Florida

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

Front Page

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

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

Full Parcel ID:

41-16-33-04-01-0341

Short Parcel ID:

6341-04-01-0341

Legal Description:

A portion of the Parcel ID listed above.

EXHIBIT "A"

McMahan Construction Co., Inc.

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

Bond No. 0246133

Executed in 3 Counterparts

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**
per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **McMAHAN CONSTRUCTION Co., Inc.** as Principal, and Berkley 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 **FOUR MILLION FIFTY-EIGHT THOUSAND AND 00/100 DOLLARS (\$4,058,000.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. 2/21/2023 Performs the terms of that certain EJCDC Agreement having an effective date of 2/21/2023, entered into by and between the Principal and the City, for Water Reclamation Facility East Master Lift Station Upgrades, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond shall be deemed an original, this 21st day of February, 2023.

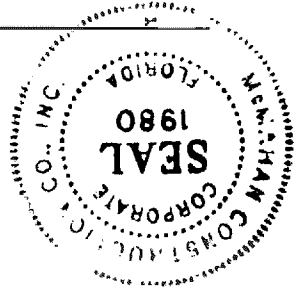
Attest:

McMAHAN CONSTRUCTION Co., INC.
(Name of Principal)

Sherry Vaughn
(As to Corporate Principal) Secretary
Sherry Vaughn, Corporate Secretary
Mary L. Thomas
(Witness to Principal)
Mary L. Thomas

By: Dean Kellogg
Dean Kellogg, President

(Corporate Seal)

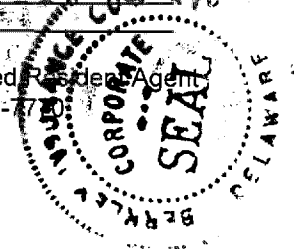


Berkley Insurance Company
(Surety)

Sophia Golecki
(Witness to Surety)
Sophia Golecki

By: Gloria A. Richards
Name: Gloria A. Richards

(Attorney-in-Fact)
and Florida Licensed Resident Agent
Inquiries: (407) 786-7730
(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
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Kim E. Niv; Jeffrey W. Reich; Gloria A. Richards; Lisa Roseland; Susan L. Reich; Teresa L. Durham; Cheryl Foley; Sarah K. O'Linn; Robert P. O'Linn; or Emily Golecki of Florida Surety Bonds, Inc. of Maitland, FL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of June, 2021.

Attest:
By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 10th day of June, 2021, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaker
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney, that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 21st day of February, 2023.

(Seal)

Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

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

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

The following changes are hereby made to the Contract Documents:

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

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the EJCDC Agreement entered into by and between the parties on February 21, 2023.
- II. **REQUIRED CHANGES:** Change Order is necessary to provide additional spending authorization for the purchase and installation of a steel frame to remove and reinstall the emergency standby generator at the Water Reclamation Facility. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:** Change Order No 1 is needed for the purchase and installation of a steel frame to be installed on an existing concrete pad. Work to include the removal of the existing non-functional standby generator and install of the new generator.
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the EJCDC Agreement subject to a limit not to exceed \$38,250.00, revised contract amount not to exceed \$4,096,250.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

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

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

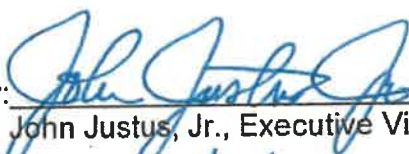
The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to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

RECOMMENDED BY:
JUNOS REED
Department Project Manager

By: 
Junos Reed, City Engineer

Date Signed: 7/19/2023

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

By: 
John Justus, Jr., Executive Vice President

Date Signed: 7/19/2023

RECOMMENDED BY:
N/A
City's Representative

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

RECOMMENDED BY:
N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: [Signature]
Junos Reed, City Engineer

Date Signed: 7/19/2023

City Manager

By: W/A
Wayne Clark, City Manager

Date Signed: _____

If Council approval is required:

By: [Signature]
Donald O. Burnette, Mayor

Date Signed: 8/1/2023



Affirmed:

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

Date Signed: 8/1/2023

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

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

The following changes are hereby made to the Contract Documents:

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

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the EJCDC Agreement entered into by and between the parties on February 21, 2023.

- II. **REQUIRED CHANGES:** Change Order is necessary to provide additional funding and time to complete project and close out all necessary documents. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

- III. **JUSTIFICATION:** Change Order No 3 will add 210 days. This will move the Final Complete date from July 11, 2025 to February 6, 2026.

- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the Contract for Services subject to a limit not to exceed \$211,314.00; revised amount not to exceed \$4,307,564.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

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

Acknowledgments:

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

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

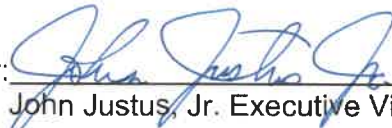
The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

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

RECOMMENDED BY:
RICHARD COLBY
Department Project Manager

ACCEPTED BY:
JOHN JUSTUS, JR.

By: _____
Richard Colby, Construction Manager

By:  _____
John Justus, Jr. Executive Vice President

Date Signed: _____

Date Signed: 6/4/2025

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: _____

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,

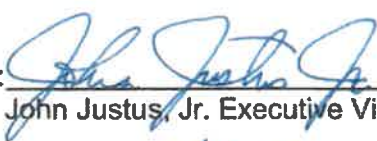
The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to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

RECOMMENDED BY:
RICHARD COLBY
Department Project Manager

By: 
Richard Colby, Construction Manager

Date Signed: 6/17/2025

ACCEPTED BY:
JOHN JUSTUS, JR.

By: 
John Justus, Jr. Executive Vice President

Date Signed: 6/4/2025

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: *[Signature]*
Junos Reed, City Engineer

Date Signed: 6/17/2025

City Manager
By: *W/A*
Wayne Clark, City Manager

Date Signed: _____

If Council approval is required:

By: *[Signature]*
Scott Stiltner, Mayor

Date Signed: 6/17/2025

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

Date Signed: 6/17/2025



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

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

The following changes are hereby made to the Contract Documents:

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

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the EJCDC Agreement entered into by and between the parties on February 21, 2023.
- II. REQUIRED CHANGES: Change Order is necessary to provide additional time to complete project and close out all necessary documents. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: Change Order No 2 will add 365 days. This will move the Final Complete date from July 11, 2024 to July 11, 2025.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Contract for Services subject to a limit not to exceed \$4,096,250.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:

RICHARD COLBY

Department Project Manager

By: 

Richard Colby, Construction Manager

Date Signed: 8/8/2024

ACCEPTED BY:

JOHN JUSTUS, JR.

By: 

John Justus, Jr. Executive Vice President

Date Signed: 8/8/2024

RECOMMENDED BY:

N/A

City's Representative

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

RECOMMENDED BY:

N/A

Engineer of Record

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: [Signature]
Junos Reed, City Engineer

Date Signed: 8/8/24

City Manager

By: W/A
Wayne Clark, City Manager

Date Signed: _____

If Council approval is required:

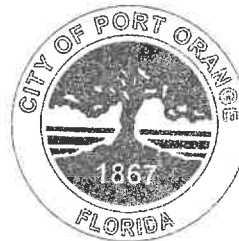
By: [Signature]
Donald O. Burnette, Mayor

Date Signed: Aug. 21, 2024

Affirmed:

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

Date Signed: Aug 21, 2024





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. P.O. Box 2412 Daytona Beach FL 32115-2415		CONTACT NAME: Jamie Hanrahan PHONE (A/C, No, Ext): (386) 239-8882 E-MAIL ADDRESS: Jamie.Hanrahan@bbrown.com FAX (A/C, No): (386) 323-9198	
INSURED MCMAHAN CONSTRUCTION CO INC P O BOX 223 DELAND FL 32721-0223		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Admiral Insurance Company INSURER B: Auto Owners Insurance Company INSURER C: Travelers Excess and Surplus Lines Company INSURER D: XL Specialty Insurance Company INSURER E: Westchester Surplus Lines Ins INSURER F: American Interstate Insurance Company	NAIC # 24856 18988 29696 37885 10172 31895

COVERAGES

CERTIFICATE NUMBER: 2025-26

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CA000059474-01	11/01/2025	11/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			50-921-676-00	11/01/2025	11/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP 7S407360	11/01/2025	11/01/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 COMPLETED OPS AG \$ 4,000,000
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AVWCFL3327552025	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	EQUIPMENT FLOATER INSTALLATION/ BUILDERS RISK			UM00031576MA25A	11/01/2025	11/01/2026	RENTED EQUIPMENT 500,000 INSTALLATION 2,000,000

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

SEE NOTES FOR POLICY COVERAGE FORMS
 PROPERTY OWNERS AND CITY OF PORT ORANGE ARE ADDITIONAL INSUREDS AND A WAIVER OF SUBROGATION APPLIES, AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF PORT ORANGE 1000 CITY CENTER CIRCLE PORT ORANGE FL 32129-4144	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED MCMAHAN CONSTRUCTION CO 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

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY

- 1.) AD68930225 - (PER PROJECT AGGREGATE; PRIMARY & NON-CONTRIBUTORY; WAIVER OF SUBROGATION; ADDITIONAL INSURED -LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS WHEN REQUIRED IN A LEASE AGREEMENT)
- 2.) CG2010 1219 - ADDITIONAL INSURED OWNERS, LESSEES OR CONTRACTORS(ADDITIONAL INSURED-ONGOING OPERATIONS)
- 3.) CG2037 1219 - ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS-COMPLETED OPERATIONS

AUTO LIABILITY

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

EXCESS LIABILITY

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

EQUIPMENT

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

ADDITIONAL POLICIES:

POLLUTION LIABILITY

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

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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/17/2026

SUBJECT: (B6g) Approval of Task Authorization No. 4 with CPH Consulting, LLC for Gopher Tortoise Recipient Site Management

DEPARTMENT: Public Utilities

GOAL: 5 - Fiscal Sustainability 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Task Authorization No. 4 with CPH Consulting, LLC for an amount not to exceed \$84,415.00, and authorize the Mayor and City Clerk to execute all necessary documents.

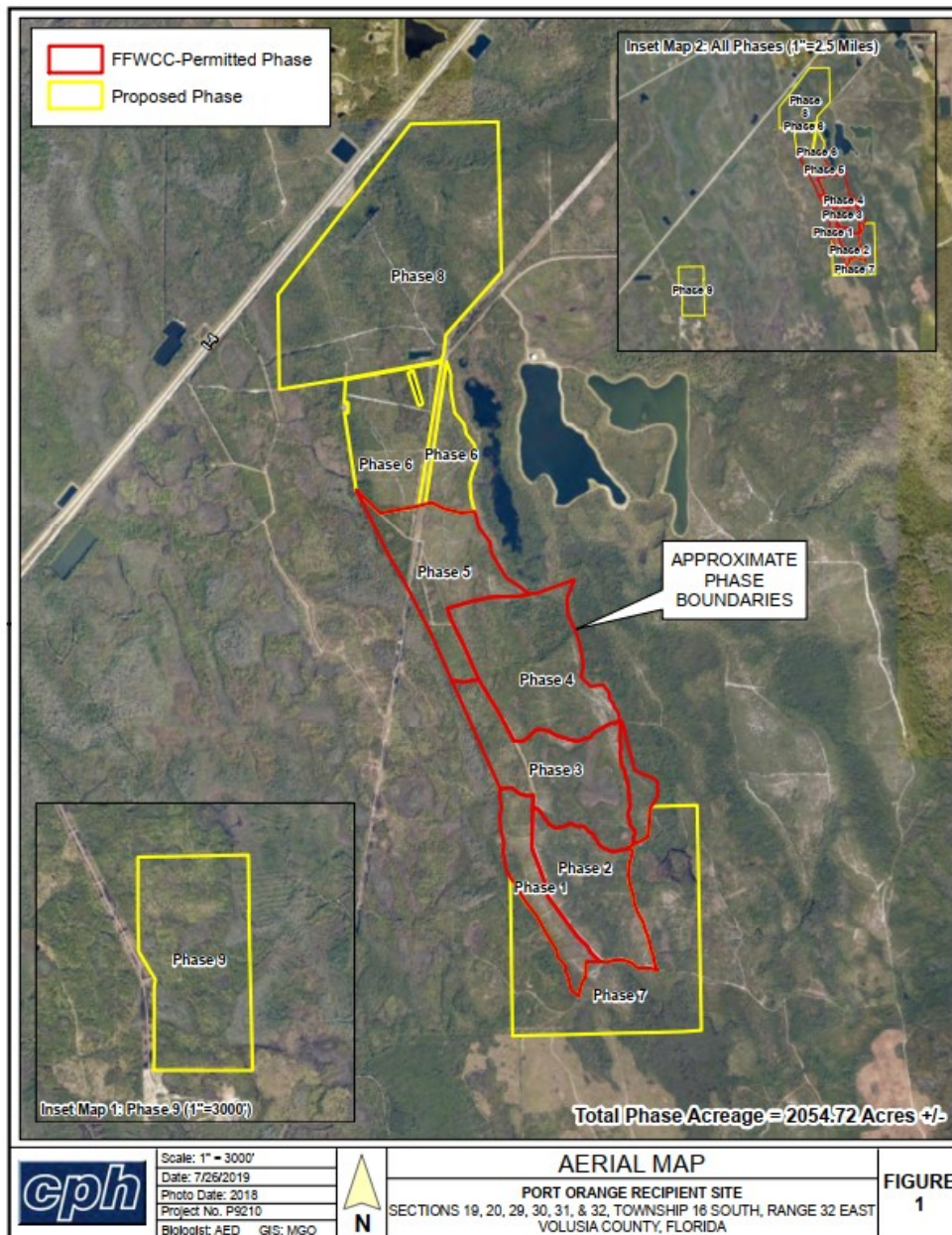
SUMMARY: The City of Port Orange established one of the first permitted Gopher Tortoise Long-Term Recipient Sites in the State of Florida. As a requirement of the permit, annual reporting and maintenance activities need to be conducted. CPH Consulting, Inc. (CHP) has been handling these services for the City for over two decades through its continuing services contract for Professional Engineering Services (RFSQ #23-18). This Task Authorization is executed annually to continue the required annual monitoring and related field work for compliance with the Florida Fish & Wildlife Conservation (FWC) Commission permit.

The Gopher Tortoise Long-Term Recipient Sites are located west of the reclaimed reservoirs in the City wellfield. Currently, the Gopher Tortoise Recipient bank has numerous reservation commitments for some 30 projects within the service area, i.e., Florida Department of Transportation, Florida Power & Light, and the Woodhaven development along South Williamson Boulevard.

CPH and their Principal Environmental Scientist, Amy Daly, with the firm have been a key part of the success of the site. Amy Daly is the Authorized Gopher Tortoise Agent named on the City Permit and performs work of a specified nature. The Permit, issued by the Florida FWC Commission authorizes the City, through the designated Gopher Tortoise Agent, to conduct the specified activities in association with the relocation of gopher tortoises, subject to applicable rules and provisions set forth in the FWC Permit (#GTLR-09-0009C). CPH has successfully completed all annual inspections with FWC agents and submitted all previous, approved triennial reports. The site has received over 1,100 gopher tortoises for protection from development sites within the permitted service area. The City has received net revenue in excess of \$500,000 working with CPH, a state-wide firm, and the Authorized Gopher Tortoise Agent on the Florida FWC Commission Permit.

CPH has submitted a proposal for \$84,415.00 to provide the services required by the

Florida FWC Commission for the Gopher Tortoise Long-Term Recipient Site. These services include the following for all active phases: removal and disposal of silt fence, installation of new silt fence, mortality report, two site inspections and meetings with the Florida FWC Commission.



PRESENTER: Steve Parnell

ATTACHMENTS:

1.	CPH, LLC - Task Authorization No 4 - Gopher Tortoise Recipient Site Management 113025 - 093026	CPH, LLC - Task Authorization No 4 - Gopher Tortoise Recipient Site Management 113025 - 093026.pdf
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Steve Parnell	Created/Initiated - 01/14/2026
Christopher Wall	Approved - 01/14/2026
Steve Parnell	Approved - 01/22/2026
Sue Wang	Approved - 01/29/2026
Matthew Jones	Approved - 02/04/2026
Wayne Clark	Final Approval - 02/06/2026

TASK AUTHORIZATION NO. 4
Master Contract for Professional Engineering Services dated March 19, 2024
Between the City of Port Orange, Florida and CPH Consulting, 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 **CPH Consulting, LLC** (“Engineer”), a Florida corporation, whose principal place of business is located at 500 West Fulton Street, Sanford, Florida 32771-1220, and hereinafter collectively referred to as the “Parties,” and is to that certain Master Contract relating to Professional Engineering Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the “Contract.” The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

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

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to **Gopher Tortoise Recipient Site Management**, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit “1.”

3. Engineer shall complete the services to be provided herein from **November 30, 2025 to September 30, 2026** from the date of written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit “1” attached hereto and made a part hereof, subject to a limit not to exceed **\$84,415.00**. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. Truth-in-Negotiations

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

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

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

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

Witnesses:

CPH CONSULTING, LLC

Printed Name: _____

By: _____
Amy E. Daly, Director of Environmental Services

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

Printed Name: _____

Date: _____

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”

Engineer's Quote

Consisting of 5 Pages

SECTION 1.0
Exhibit A

CPH Consulting, LLC shall provide qualified personnel to conduct the work as further described herein and as shown on the hourly breakdown provided as Exhibit A. CPH, LLC shall act on behalf of the City as the Port Orange Gopher Tortoise Recipient Site representative and conduct tasks as stipulated by the City and by the requirements of the Florida Fish & Wildlife Conservation Commission through September 30, 2026. The attached hourly breakdown is provided as an estimated time and only actual hours worked will be billed to the project. CPH, LLC shall provide this work in accordance with the City's directive and by the requirements of the Florida Fish & Wildlife Conservation Commission.

SECTION 2.0
BASIC SERVICES

2.1 General

2.1.1 CPH LLC agrees to perform professional environmental services in connection with the Gopher Tortoise Recipient Site FFWCC compliance matters and gopher tortoise relocation matters as hereinafter stated.

2.1.2 CPH LLC will serve as the CITY's professional representative to which this Scope of Services applies and will give consultation and advice to the CITY during the performance of the services.

2.2 Recipient Site Management

2.2.1 CPH shall conduct various management tasks to coordinate with the CITY and others as required and approved by the CITY. CPH shall provide the City and/or third parties with recipient site reservation letters and schedule pick up and relocate tortoises to the recipient site. CPH shall collect tortoise morphological data and report the data to the FFWCC and third parties. CPH will conduct the required reporting to FFWCC when tortoises are received by the Recipient Site through September 2026. CPH will provide FFWCC with information regarding land management activities for the recipient site. CPH will coordinate with the CITY as required. CPH shall assist with the FFWCC permitting compliance tasks associated with Phases 1 through 5.

2.2.2 CPH shall remove and dispose of old silt fence for the tortoise release areas as requested by FFWCC. CPH shall also solicit proposals from silt fence installation contractors for additional tortoise release areas, for the City's consideration, as required for Phases 1, 2, 4 and 5 where tortoise capacity remains. CPH shall supervise the silt fence installation by coordinating with the City, the City's selected contractor and preparing graphics for potential release area(s) and the

selected release area. CPH anticipates one silt fence installation in each of the Phases 1, 2, 4 and 5. Once installed, FFWCC requires weekly checks after tortoises have been relocated.

- 2.2.3 CPH shall conduct a mortality survey as requested by FFWCC for the recipient site. CPH shall provide the survey results to the City prior to submittal to the FFWCC for review, discussion with CPH and approval. Once completed, CPH shall submit the plan to FFWCC for review and shall make edits as required to finalize the plan.
- 2.2.4 CPH shall review the recipient site on a quarterly basis to advise the City on areas that need management activity to comply with the FFWCC recipient site management plan. These recommendations shall be provided in a memorandum and associated graphics.
- 2.2.5 CPH meet with FFWCC via Teams up to 2 times prior to the end of the 2025-2026 fiscal year and conduct up to 2 on-site meetings to review the recipient site.
- 2.2.6 CPH shall provide services to the City as requested to provide advisement on recipient site management, tortoise pricing and prepare documentation related to specific City information requests.
- 2.2.7 CPH shall process the FFWCC recipient site permit modification as requested by FFWCC to align the monitoring of all phases at one time. Develop a schedule for continued monitoring for approval by FFWCC.

**SECTION 3
PAYMENT/TIME**

- 3.1 Compensation paid to CPH LLC for services described herein and rendered by principals and employees assigned to the project are computed by multiplying Standard Classification Billing Rates for all classifications of employees directly engaged on the project, times the number of hours worked on the project. The estimated hours and cost associated with this proposal are provided in Exhibit A.
- 3.2 Invoices will be submitted periodically, indicating the hours expended during the billing cycle. The fee for the services described herein is as provided in the table below and is inclusive of out-of-pocket expenses.

Fiscal Year	Estimated Fee per Fiscal Year
Fiscal Year 25-26	\$74,835



These fees are inclusive of out-of-pocket expenses. Out-of-pocket expenses will be specifically identified in periodic invoicing, and include such items as transportation and subsistence of principals and employees when traveling in connection with the project, toll telephone calls, cell phone calls, photocopies, blueprints and plots, etc. Payment will be made monthly without retention, based on invoices submitted which will indicate the hours expended and expenses incurred during that billing cycle.

Invoice payments must be kept current for services to continue. If the CITY fails to pay any invoice due within 45 days of the date of the invoice, CPH may, without waiving any other claim or right against CITY, suspend services under this agreement until CPH has been paid in full all amounts due CPH and/or any of its consultants and subcontractors.

SECTION 4 SUPPLEMENTARY SERVICES OF THE ENGINEER

- 4.1** If authorized in writing by the CITY prior to the rendering of such services, the CPH will furnish or obtain under subcontracts, supplementary services of the following types which will be paid for by the CITY.
 - 4.1.1** Additional services due to significant changes in the scope of the project including, but not limited to, changes in size, complexity, character of construction or due to time delays in initiating or completion of the work as described herein.
 - 4.1.2** Additional services in connection with the project including services normally furnished by the CITY and services not otherwise provided for in this Agreement.
 - 4.1.3** Preparing to serve and serving as an expert witness for the CITY in any protest, litigation, or other proceeding involving the project.
 - 4.1.4** Provide surveying services if required or requested by the CITY.
 - 4.1.5** Provide, through a subconsultant, services if required or requested by the CITY, or if required by any regulatory agency, recommended by the CPH and authorized by the CITY.
 - 4.1.6** Provide additional environmental services related to any wetlands or threatened or endangered species if required or requested by the CITY.
-

**SECTION 5
GENERAL CONDITIONS**

- 5.1** The CITY and CPH LLC each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agency of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and CPH LLC.

SECTION 6

- 6.1** CPH LLC agrees to prosecute the work in a timely manner until the Project is completed.
-



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/17/2026

SUBJECT: (B6h) Approval of Contract for Sale and Purchase of real property located at 717 Dove Avenue to Anthony and Penny Cox

DEPARTMENT: Community Development

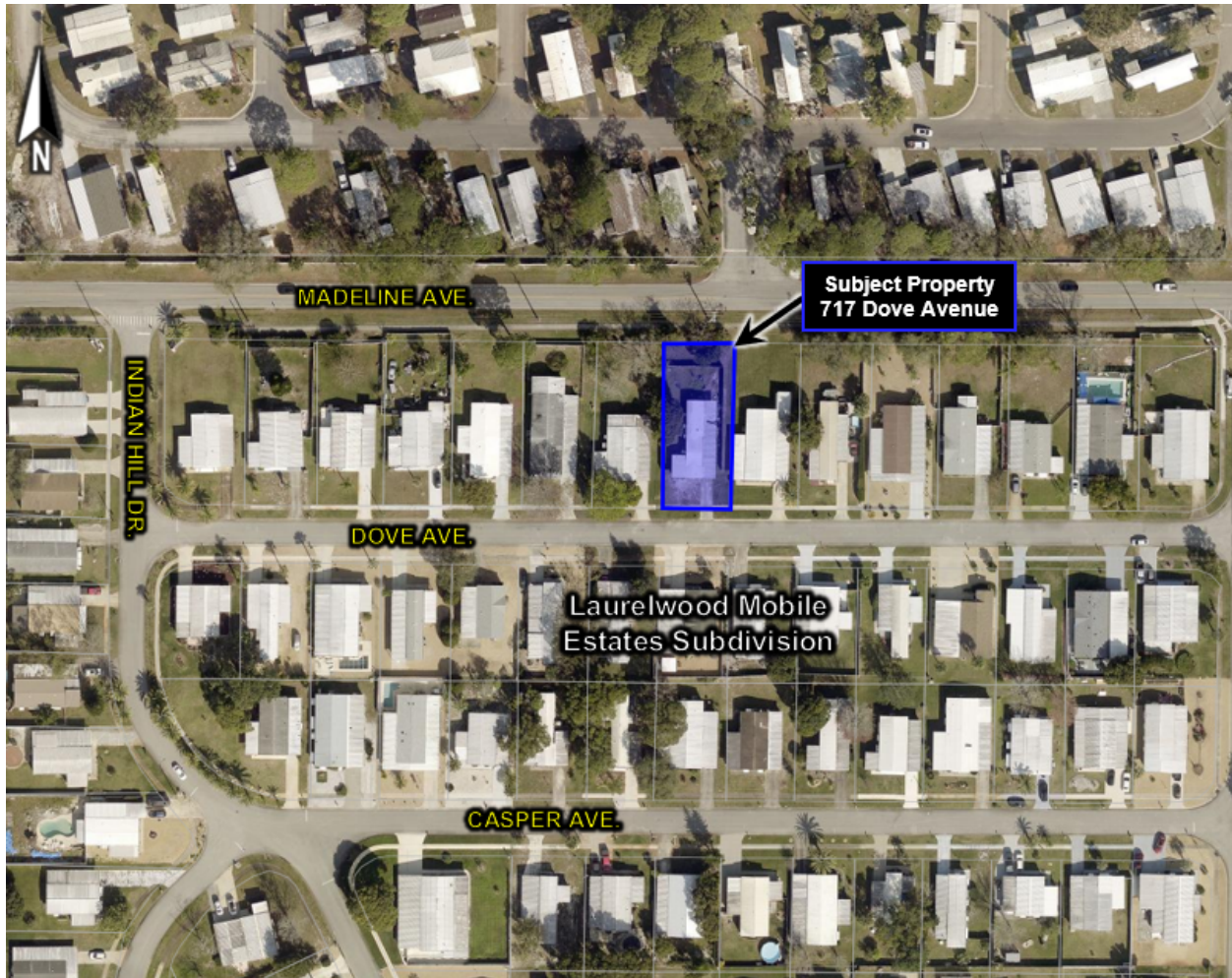
GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve the Contract for Sale and Purchase of 717 Dove Avenue to Anthony and Penny Cox in the amount of \$55,000; authorize the Mayor and City Clerk to sign the Contract for Sale and Purchase and all documents associated with closing.

SUMMARY:

In September 2025, the City acquired an ±8,800 square-foot vacant lot located at 717 Dove Avenue in the Laurelwood Mobile Estates Subdivision. For several years prior to acquisition, the property was a chronic nuisance site with multiple code violations, reported drug activity, and unsafe living conditions, including occupants residing in the home without electricity or water, as well as individuals camping in the front yard.

In the spring of 2025, the structure was damaged by fire and demolished, and the City acquired the vacant property in September 2025 through foreclosure action.



Location map for 717 Dove Avenue in the Laurelwood Mobile Estates Subdivision.

In October 2025, the City's broker, Colliers International Florida, LLC (Colliers), began marketing the lot for sale. Over the past several months, the property received multiple inquiries, and in January 2026, Anthony and Penny Cox submitted an official offer of \$55,000. Colliers has advised the City that this is the highest offer received and is comparable to recent sales in the surrounding area.

According to the Cox family, they intend to purchase the lot and install a manufactured home, making 717 Dove Avenue their permanent residence.

Staff recommends that the City Council approve the contract with Anthony and Penny Cox. Closing will take place within sixty (60) days following the City's approval and acceptance of the contract. Based on costs already incurred by the City, including the Colliers commission, prior owner's past due property taxes, and payment of a utility lien, the City is projected to receive approximately \$21,900 in net proceeds from the sale of the property.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Contract for Sale and Purchase of Real Property - Laurelwood Mobile Estates, Unit V	Contract for Sale and Purchase of Real Property - Laurelwood Mobile Estates, Unit V.pdf
----	---	---

Tim Burman	Created/Initiated - 01/29/2026
Tim Burman	Approved - 01/29/2026
Sue Wang	Approved - 01/31/2026
Shannon Balmer	Approved - 02/04/2026
Wayne Clark	Final Approval - 02/06/2026



CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

THIS CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY, hereinafter, the "Contract" is made and entered into this ____ day of _____, 2026, between: Anthony Cox and Penny Cox, mailing address _____, hereinafter referred to as "Purchaser"; and CITY OF PORT ORANGE, FLORIDA, a municipal corporation, mailing address: c/o City Manager, 1000 City Center Circle, Port Orange FL 32129-4144 , hereinafter referred to as "Seller."

1. Seller agrees to sell and Purchaser agrees to purchase the following described real estate, with its appurtenances, located in Port Orange, County of Volusia, State of Florida:

Lot 8, LAURELWOOD MOBILE ESTATES, UNIT V, according to the plat thereof as recorded in Map Book 35, Page 15, of the Public Records of Volusia County, Florida.
Parcel ID. 6305-05-05-0080

The subject real estate being hereinafter referred to as the "Property".

Improvements Serving the Site: Stormwater facilities, public road, and public utilities.
Tangible Personal Property: None

This Contract shall be subject to the Standards for Real Estate Transactions ("the Title Standards") set forth on the form contract approved by The Florida Bar and The Florida Association of Realtors, Inc., attached hereto as **Exhibit "A."** In the event of a conflict between the terms of the Contract and the terms contained in Exhibit "A," the Contract shall control.

2. Purchase Price and Method of Payment. The purchase price payable to Seller is as follows:

- (a) The Purchase Price for the Property is: **Fifty-Five Thousand Dollars (\$55,000.00)**; and
- (b) A deposit/down payment of **One Thousand Dollars (\$1,000.00)** shall be submitted upon acceptance of this offer by the City Council and the balance to be paid at closing. Upon execution of the Contract by the Mayor and the City Clerk, Purchaser's good faith deposit shall be paid to and held in trust by Columbia Title Research Corporation Trust Account, 200 Forest Lake Boulevard, Daytona Beach, FL 32119; referred to as "Escrow Agent," pending the approval by City Council and the closing of this transaction and to be delivered to Seller at the time of closing.

- (c) The total Purchase Price, which includes the Purchaser's good faith deposit of One Thousand Dollars (\$1,000.00), and less expenses and prorations as provided in Paragraph 8 and Standard L of the Title Standards in Exhibit "A" by check or wire transfer payable to the order of Seller, to be delivered at the time of closing.

3. Title

- (a) Marketable Title. Seller shall convey to Purchaser marketable title to the Property, determined according to the Title Standards in Exhibit "A".
- (b) Title Insurance and Survey. Within fifteen (15) days of the Effective Date of this Contract, Seller shall provide a title commitment for owner's title insurance issued by title insurance company of Seller's choice (in compliance with the requirements of Title Standard A of Exhibit "A") covering the Property, (the "Commitment"), by which Commitment the Title Company shall agree to issue to Purchaser, upon recording the deed for the Property, an Owner's ALTA policy in the amount of the full Purchase Price.

Within thirty (30) days of the Effective Date of this Contract, Purchaser, at Purchaser's expense, may obtain a survey of the Property (the "Survey") prepared by a duly licensed land surveyor licensed in the State of Florida and depicting the Property and all plottable exceptions to the Commitment. The Survey shall be prepared in accordance with the minimum technical requirements for surveys in the State of Florida. Purchaser shall have until the end of the Due Diligence Inspection Period, defined hereinbelow, to examine the condition of the Seller's title to the Property.

If Purchaser gives such notice of disapproval of the Commitment or Survey, Seller shall have thirty (30) days from the actual receipt of such notice of disapproval to cure the objections or defects so specified (the "Curative Period") or to provide notice that it has declined to cure such matter. If Seller is unable, or unwilling, to correct such objections or defects within said period of time, then Purchaser shall have the right to terminate this Contract or to waive such objections or defects in writing and proceed with the transaction. In such instance, if Purchaser decides to terminate, the Deposit provided in Section 2(b) to the Escrow Agent shall be released forthwith to the Purchaser and neither party shall have any further obligations under this Contract. If Purchaser does not provide written notice of objection or defects within said period of time, Purchaser shall be deemed to have waived any right to disapprove of any matters contained therein.

4. Due Diligence Inspection Period.

- (a) For the period beginning with the Effective Date and continuing until 5:00 PM Eastern Standard time on the date that is forty-five (45) days after the

Effective Date, said date being _____, (to be filled in after City signature) ("Due Diligence Inspection Period"), Seller hereby grants to Purchaser the right to make or obtain any and all investigations, test studies, evaluations, assessments and reports Purchaser deems necessary or desirable with respect to the Property.

- (b) If, after completing its inspection of the Property and review of the title matters thereto, Purchaser determines, in Purchaser's sole and absolute discretion, that the Property is not suitable or feasible for Purchaser's intended purposes, prior to the expiration of the Due Diligence Inspection Period, Purchaser may terminate this Contract by providing written notice thereof to Seller before the expiration of the Due Diligence Inspection Period. In such instance, the Deposit provided in Section 2(b) to the Escrow Agent shall be released forthwith to the Purchaser and neither party shall have any further obligations under this Contract except with respect to those matters which expressly survive termination. If Purchaser elects to terminate this Contract in accordance with this Paragraph, Purchaser shall leave the Property in the condition existing on the Effective Date.

5. Taxes and assessments. Seller agrees to pay before delinquency all taxes, assessments and utility charges, if any, which may be due currently or may hereafter become due on the premises until and including the day of closing.

6. Risk of loss. Risk of loss or damage to the Property by fire or other casualty between the date of this Contract and Closing shall be and is assumed by Seller.

7. Deed. Seller agrees, upon full payment of the purchase price in the manner herein specified, to make, execute and deliver to Purchaser a good and sufficient Warranty Deed to the Property.

8. Closing. Closing shall take place in Volusia County, Florida at the office of the Escrow Agent referenced in paragraph 2(b) within sixty (60) days after the City's approval and acceptance of this Contract. The date of closing may be extended upon mutual written agreement of the parties. At the closing, Seller shall provide Purchaser with the deed to the premises and other documents in accordance with Title Standard J. Following closing, Purchaser shall have the right to exclusive possession of the property.

9. Closing Costs. Unless otherwise stated herein, Purchaser shall pay all closing costs including but not limited to, document preparation, Florida documentary tax stamps, recording fees of the deed and costs associated with environmental audits, surveys, and other inspections. However, Seller shall reimburse the Purchaser at closing for survey work performed pursuant to Subparagraph 3(b), hereinabove, in an amount not to exceed Four Hundred and NO/100 Dollars (\$400.00). Seller shall pay for title insurance premium and costs associated with instruments to cure title defects. However, upon Purchaser's request, Seller shall provide Purchaser with copies of any such audits, surveys, and other inspections covering the property that Seller has possession of and the right to disclose to third parties prior to closing.

10. Fees. Seller and Purchaser have utilized the services of a Florida Real Estate Broker for the sale and purchase of the Property. The brokers named below are collectively

referred to as "Broker." The closing agent, referenced herein, is directed to disburse the full amount of the brokerage fees as specified in a separate brokerage agreement with the parties and cooperative agreement between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. The Broker is Colliers International Florida, LLC and will be compensated by Seller pursuant to a listing agreement. Purchaser shall be responsible for appraisal report prepared at its request, and Purchaser shall be responsible for fees incurred for Purchaser's independent review of this proposal and for the services of attorneys, engineers and other professionals, if any.

11. Failure of Performance. If Purchaser fails, neglects, or refuses to perform Purchaser's obligations under this Contract, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract and in full settlement of any claims, whereupon Purchaser and Seller shall be relieved from all further obligations under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects, or refuses to perform under this Contract, Purchaser may seek specific performance or elect to receive return of Purchaser's deposit without thereby waiving any action for damages resulting from Seller's breach.

12. Access to Property. Seller agrees to allow Purchaser and Purchaser's employees, consultants, agents and representatives access to the Property upon execution of this Contract by Seller and extending to the time of closing for the purpose of conducting surveys, environmental audits and inspections of the premises.

13. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other. However, no consent is required for an assignment that occurs to an entity in which the transferring party or the principals of the transferring party holds majority ownership in said entity. Any assignment or delegation in violation of this section shall be void.

14. Effective Date. The Effective Date for the Contract shall be the date of approval of the Contract by the City Council for the City of Port Orange, Florida, such approval shall be evidenced by the signing of all parties to this Contract.

15. Counterparts. This Contract 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 electronic transmittal of an executed copy of this Contract shall be deemed valid as if an original signature was delivered. This Contract is executed by the parties as of the respective dates shown below.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

FOR CONTRACT FOR SALE AND PURCHASE OF
REAL PROPERTY

WITNESSES:

PURCHASER:

Tim Burman
First Witness Signature Above, Printed Name Below:

Tim Burman

Mary Kaye Dykeman
Second Witness Signature Above, Printed Name Below:

Mary Kaye Dykeman

By: *Anthony Cox*
Anthony Cox

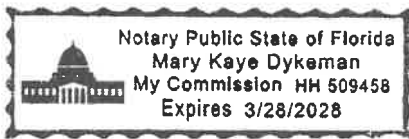
By: *Penny Cox*
Penny Cox

Date: 1/29, 2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was sworn to and acknowledged before me by means of [XX] physical presence or [] online notarization this 29th day of January, 2026, by Anthony Cox and Penny Cox, who (Notary, please check as applicable): [] took an oath or [X] did not take an oath; and who [] is personally known to me or [X] has produced Driver's License as identification.

Mary Kaye Dykeman
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date



WITNESSES:

FOR CONTRACT FOR SALE AND PURCHASE
OF REAL PROPERTY

SELLER:

CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

Printed Name:

By: _____
Scott Stiltner, Mayor

Printed Name:

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

Witnesses as to Both

Date: _____, 2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me before me by means of [XX] physical presence or [] online notarization this ____ day of _____, 2026, by Scott Stiltner, Mayor, and Robin L. Fenwick, City Clerk, both of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

EXHIBIT "A"

STANDARDS FOR REAL ESTATE TRANSACTIONS

126

127 **A. TITLE INSURANCE:** The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an
128 owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in
129 Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopted by
130 authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is found defect-
131 tive, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which
132 Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120
133 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to
134 so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within
135 the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby
136 releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title Commitment and it is delivered to Buyer less than 5 days prior
137 to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with this Standard.

138 **B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER:** A purchase money mortgage and mortgage note to Seller shall provide for a
139 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment
140 in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept
141 in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a
142 standard mortgagee clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage
143 endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note
144 and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mort-
145 gages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the
146 Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evi-
147 denced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

148 **C. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified
149 by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, ease-
150 ments, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.

151 **D. WOOD DESTROYING ORGANISMS:** "Wood Destroying Organisms" (WDO) shall be deemed to include all wood destroying organisms required to be report-
152 ed under the Florida Structural Pest Control Act, as amended. Buyer, at Buyer's expense, may have the Property inspected by a Florida Certified Pest Control Operator
153 ("Operator") within 20 days after the Effective Date to determine if there is any visible active WDO infestation or visible damage from WDO infestation, excluding fences.
154 If either or both are found, Buyer may within said 20 days (1) have cost of treatment of active infestation estimated by the Operator; (2) have all damage inspected
155 and cost of repair estimated by an appropriately licensed contractor; and (3) report such cost(s) to Seller in writing. Seller shall cause the treatment and repair of all
156 WDO damage to be made and pay the costs thereof up to the amount provided in Paragraph XII(a). If estimated costs exceed that amount, Buyer shall have the
157 option of canceling this Contract by giving written notice to Seller within 20 days after the Effective Date, or Buyer may elect to proceed with the transaction and
158 receive a credit at Closing equal to the amount provided in Paragraph XII(a). If Buyer's lender requires an updated WDO report, then Buyer shall, at Buyer's expense,
159 have the opportunity to have the Property re-inspected for WDO infestation and have the cost of active infestation or new damage estimated and reported to Seller
160 in writing at least 10 days prior to Closing, and thereafter, Seller shall cause such treatment and repair to be made and pay the cost thereof; provided, Seller's total
161 obligation for treatment and repair costs required under both the first and second inspection shall not exceed the amount provided in Paragraph XII (a).

162 **E. INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described
163 in Paragraph VII hereof and title to the Real Property is insurable in accordance with Standard A without exception for lack of legal right of access.

164 **F. LEASES:** Seller shall, at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature
165 and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each ten-
166 ant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact ten-
167 ant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written

168 notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

169 **G. LIENS:** Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement,
170 claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days imme-
171 diately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction

172 liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such gen-
173 eral contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a
174 construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.

175 **H. PLACE OF CLOSING:** Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing
176 Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.

177 **I. TIME:** Calendar days shall be used in computing time periods except periods of less than six (6) days, in which event Saturdays, Sundays and state or nation-
178 al legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the
179 next business day. Time is of the essence in this Contract.

180 **J. CLOSING DOCUMENTS:** Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases,
181 tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.

182 **K. EXPENSES:** Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's loan (whether obtained
183 from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed,
184 mortgagee title insurance commitment with related fees, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by
185 Buyer. Unless otherwise provided by law or rider to this Contract, charges for related closing services, title search, and closing fees (including preparation of
186 closing statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

187 **L. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing.
188 Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased
189 or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance rent and
190 security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax
191 with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's millage is not
192 fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not
193 available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improve-
194 ments were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and an equitable assessment to be agreed
195 upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemp-
196 tions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.

197 **M. (RESERVED - purposely left blank)**

198 **N. INSPECTION AND REPAIR:** Seller warrants that the ceiling, roof (including the fascia and soffits), and exterior and interior walls, and foundation of the Property
199 do not have any visible evidence of leaks, water damage, or structural damage and that dockage, seawalls, septic tank, pool, all appliances, mechanical items,
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STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

200

201 heating, cooling, electrical, plumbing systems, and machinery are in Working Condition. The foregoing warranty shall be limited to the items specified unless
202 otherwise provided in an addendum. Buyer may inspect, or, at Buyer's expense, have a firm or individual specializing in home inspections and holding an
203 occupational license for such purpose (if required), or by an appropriately licensed Florida contractor, make inspections of, those items within 20 days after
204 the Effective Date. Buyer shall, prior to Buyer's occupancy but not more than 20 days after Effective Date, report in writing to Seller such items that do not
205 meet the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall be deemed to have waived Seller's warranties as to defects
206 not reported. If repairs or replacements are required to comply with this Standard, Seller shall cause them to be made and shall pay up to the amount pro-
207 vided in Paragraph XII (b). Seller is not required to make repairs or replacements of a Cosmetic Condition unless caused by a defect Seller is responsible to
208 repair or replace. If the cost for such repair or replacement exceeds the amount provided in Paragraph XII (b), Buyer or Seller may elect to pay such excess,
209 failing which either party may cancel this Contract. If Seller is unable to correct the defects prior to Closing, the cost thereof shall be paid into escrow at Closing.
210 For purposes of this Contract: (1) "Working Condition" means operating in the manner in which the item was designed to operate; (2) "Cosmetic Condition"
211 means aesthetic imperfections that do not affect the Working Condition of the item, including, but not limited to: pitted marcite or other pool finishes; missing
212 or torn screens; fogged windows; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes,
213 chips or caulking in ceilings, walls, flooring, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks; and (3) cracked
214 roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual
215 leaks or leakage or structural damage, but missing tiles will be Seller's responsibility to replace or repair.

216 **O. RISK OF LOSS:** If, after the Effective Date, the Property is damaged by fire or other casualty ("Casualty Loss") before Closing and cost of restoration
217 (which shall include the cost of pruning or removing damaged trees) does not exceed 1.5% of the Purchase Price, cost of restoration shall be an obligation
218 of Seller and Closing shall proceed pursuant to the terms of this Contract and if restoration is not completed as of Closing, restoration costs will be escrowed
219 at Closing. If the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with the 1.5% or receive a
220 refund of deposit(s) thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage
221 by casualty or other natural occurrence shall be the cost of pruning or removal.

222 **P. CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841, F.S.,
223 as amended, the escrow and closing procedure required by this Standard shall be waived. Unless waived as set forth above the following closing procedures
224 shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is rendered
225 unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt
226 of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5
227 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and recon-
228 vey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all
229 rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

230 **Q. ESCROW:** Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit
231 them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear
232 shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to
233 hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the
234 rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts
235 as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to
236 the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as
237 amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the sub-
238 ject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or
239 equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or
240 Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

241 **R. ATTORNEY'S FEES; COSTS:** In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such
242 litigation, which, for purposes of this Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by
243 Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

244 **S. FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid
245 by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consid-
246 eration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this
247 Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to
248 make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect
249 to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

250 **T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES:** Neither this Contract nor any notice of it shall be recorded in any public
251 records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include
252 plural and one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by
253 or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile or electronic (including
254 "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

255 **U. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as
256 appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the
257 request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

258 **V. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No
259 modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

260 **W. SELLER DISCLOSURE:** There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or
261 which have not been disclosed to Buyer.

262 **X. PROPERTY MAINTENANCE; PROPERTY ACCESS; REPAIR STANDARDS; ASSIGNMENT OF CONTRACTS AND WARRANTIES:** Seller shall
263 maintain the Property, including, but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and tear and
264 Casualty Loss excepted. Seller shall, upon reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including
265 a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and, subject to the foregoing, that all required
266 repairs and replacements have been made, and that the Property has been maintained as required by this Standard. All repairs and replacements shall
267 be completed in a good and workmanlike manner, in accordance with all requirements of law, and shall consist of materials or items of quality, value,
268 capacity and performance comparable to, or better than, that existing as of the Effective Date. Seller will assign all assignable repair and treatment con-
269 tracts and warranties to Buyer at Closing.

270 **Y. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the
271 Property under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the
272 Exchange, including the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the
273 Closing shall not be contingent upon, nor extended or delayed by, such Exchange.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/17/2026

SUBJECT: (B6i) Approval of Task Authorization No. 7 to Paul Culver Construction, Inc. for the replacement of the shed at Coraci Sports Complex

DEPARTMENT: Parks & Recreation

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 7 with Paul Culver Construction, Inc. for an amount not to exceed \$49,450.00, for the replacement of the shed at Coraci Sports Complex, and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Staff is requesting Task Authorization No. 7 to Paul Culver Construction for the replacement of the shed at Coraci Sports Complex. The existing shed on the site is in a dilapidated condition and has deteriorated significantly over time. The structure shows signs of weather damage, material decay, and reduced structural integrity, resulting in water ingress and inadequate protection from the elements. As a result, equipment stored within the shed is at risk of damage and deterioration.

Due to the extent of the deterioration, repair or refurbishment is not considered a practical or cost-effective option. The proposal, in the amount of \$49,450.00, seeks to replace the existing shed with a new structure providing a secure, weather-resistant facility that meets current standards.

This item is included in the current year budget.





PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Paul Culver Construction Inc. Task Authorization No. 7 - Coraci Park Sports Complex Shed Replacement	Paul Culver Construction Inc. Task Authorization No. 7 - Coraci Park Sports Complex Shed Replacement.pdf
2.	Culver 10.2.25	Culver 10.2.25.pdf
3.	Sunbiz - Paul Culver (1)	Sunbiz - Paul Culver (1).pdf
4.	Paul Culver ALL 02.10.26 (1)	Paul Culver ALL 02.10.26 (1).pdf
5.	Paul Culver Construction contract (4) (1)	Paul Culver Construction contract (4) (1).pdf
6.	PORT ORANGE_CORACI PARK_REVISED PCC PROPOSAL_11.21.2025	PORT ORANGE_CORACI PARK_REVISED PCC PROPOSAL_11.21.2025.pdf

Jennifer Cox
Susan Lovallo
Sue Wang
Matthew Jones
Wayne Clark

Created/Initiated - 01/22/2026
Approved - 01/23/2026
Approved - 01/25/2026
Approved - 02/04/2026
Final Approval - 02/06/2026

TASK AUTHORIZATION NO. 7
Standard Contract for Services
for General Contracting Services for Small Projects
dated March 5, 2024,

Between the City of Port Orange, Florida and Paul Culver Construction, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Paul Culver Construction, Inc.**, Florida corporation, with its principal place of business at 201 Osceola Avenue, Daytona Beach, Florida 32114 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services relating to General Contracting Services for Small Projects, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

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

2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide Coraci Sports Complex shed replacement, and as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**

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

4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," attached hereto and made a part hereof, subject to a limit not to exceed **\$49,450.00**. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

Witnesses:

PAUL CULVER CONSTRUCTION, INC.

Printed Name: _____

By: _____
Paul K. Culver, President

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Scott Stiltner, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT "1"

Contractor's Quote

Consisting of 1 Page



PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.

License # CGC 059149

November 21, 2025

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

Jlong@portorange.org

RE: Port Orange – CORACI PARK REVISED

Dear Josh:

We have visited the site to familiarize ourselves with the existing conditions and are pleased to submit the following proposal to provide all Labor, Material, Equipment, Tools, Taxes, Insurance & Permits necessary to complete the itemized list of work below for a lump sum price of **FORTY-NINE THOUSAND FOUR HUNDRED FIFTY DOLLARS & 00/100's (\$49,450.00)** as follows:

<u>GENERAL CONDITIONS</u>	\$10,600
<ul style="list-style-type: none"> • Supervision & Project Management (Super - 2 wks. @ \$1,750 + PM 1 week @ \$3,220 = \$6,720) • General Liability & Worker's Compensation Insurance \$980 • Equipment & Tools \$400 • Site Safety/PPE/First Aid \$200 • Daily & Final Clean-Up \$500 • Permits \$1,800 	
<u>DEMOLITION</u>	\$ 2,500
<ul style="list-style-type: none"> • Remove existing structures from site. (80 - hrs. @ \$31.25 = \$2,500) 	
<u>MONO-SLOPED ENCLOSED BUILDING</u>	\$29,900
<ul style="list-style-type: none"> • Furnish & install a 25' x 25' x 12' Mono-Sloped Enclosed Building (\$11,850) • Plans (\$1,500) • Labor (\$2,200) • Provide (2) 8' x 8' Roll-up Doors (\$2,400) • Provide (1) Steel Security Door (\$3,500) • Provide (3) loads of fill dirt and tractor work (\$1,250) • Provide 25' x 25' slab with 12'x8' Apron, 4" with 2"5 rebar in 12" x 18" Footer (\$7,200) 	
Sub-Total:	\$43,000
Overhead & Profit:	\$ 6,450
GRAND TOTAL:	<u>\$49,450</u>

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

Should you have any questions, please do not hesitate to give me a call.

PAUL CULVER CONSTRUCTION, INC.

Kevin B. Flynn

Kevin B. Flynn
Project Manager

IMPORTANT: This certificate must be completed and returned by the Awarded Bidder upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

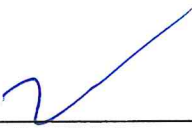
STATE OF FLORIDA §
 §
COUNTY OF VOLUSIA §

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

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

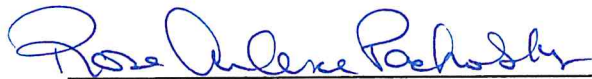
Further Affiant sayeth not.

Date: October 2, 2025

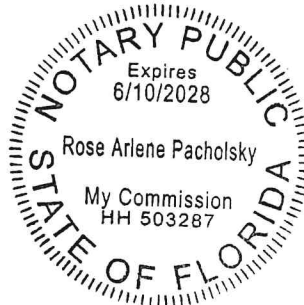
Signed: 
Print Name: Paul K Culver
Title: President

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [] online notarization on the 2nd day of October, 2025 by Paul Culver as President on behalf of Paul Culver Construction, Inc who is personally known to me or who has produced _____ as identification.

(Notary Seal)



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



2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P05000025877

Entity Name: PAUL CULVER CONSTRUCTION, INC.

Current Principal Place of Business:

201 OSCEOLA AVE
DAYTONA BEACH, FL 32114

Current Mailing Address:

201 OSCEOLA AVE
DAYTONA BEACH, FL 32114 US

FEI Number: 20-2380437

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CULVER, PAUL K
201 OSCEOLA AVE
DAYTONA BEACH, FL 32114 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

Officer/Director Detail :

Title PRESIDENT
Name CULVER, PAUL K
Address 201 OSCEOLA AVE
City-State-Zip: DAYTONA BEACH FL 32119

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: PAUL K CULVER

PRESIDENT

02/02/2024

_____ Electronic Signature of Signing Officer/Director Detail

_____ Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown and Brown Insurance Services, Inc PO Box 2412 Daytona Beach FL 32115	CONTACT NAME: Brenda Klaus PHONE (A/C, No, Ext): (386) 361-5292 E-MAIL ADDRESS: brenda.klaus@bbrown.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Paul Culver Construction, Inc. 201 Osceola Ave Daytona Beach FL 32114	INSURER A: Accelerant Specialty Ins Co	NAIC # 16890
	INSURER B: St Paul Protective Ins Co	19224
	INSURER C: Ascot Specialty Ins Co	45055
	INSURER D: American Builders Ins Co	11240
	INSURER E: Southern-Owners Ins Co	10190
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 25-26 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			DCS0000588-00	02/10/2025	02/10/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-A72309712542G	02/10/2025	02/10/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ESXS2510004488-01	02/10/2025	02/10/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 Prods & Completed Ops \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WCV 0310621 04	02/10/2025	02/10/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater			152382-72417656	02/10/2025	02/10/2026	600,000

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

SEE NOTES FOR POLICY COVERAGE FORMS

THE CITY OF PORT ORANGE IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

CERTIFICATE HOLDER


CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE

PORT ORANGE FL 32129

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Brown and Brown Insurance Services, Inc		NAMED INSURED Paul Culver Construction, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

INSURER D - CONTRACTORS POLLUTION LIABILITY:

POLICY #ANE542338725
 EFF:02/10/25-02/10/26
 \$1,000,000 EACH POLLUTION CONDITION
 \$1,000,000 AGGREGATE
 DED \$10,000 EACH POLLUTION INCIDENT

INSURER E - PROFESSIONAL LIABILITY:

POLICY # ANE542338725
 EFF: 02/10/25-02/10/26
 LIMIT: \$1,000,000

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY

- 1.) CG2010 1219 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
- 2.) CG2037 1219 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS
- 3.) CG2404 1219 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
- 4.) CG2001 1219 - PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION
- 5.) CG2503 0509 - PER PROJECT AGGREGATE; CAP AMOUNT \$5M

AUTO LIABILITY

- 1) CAT437 0216 - (ADDITIONAL INSURED, PRIMARY AND NONCONTRIBUTORY)
- 2) CAT340 0215 - (WAIVER OF SUBROGATION)

WORKERS COMPENSATION

- 1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

EXCESS LIABILITY

THE EXCESS LIABILITY APPLIES IN EXCESS OF THE GENERAL LIABILITY, AUTO AND EMPLOYERS LIABILITY.

Castro, Joseph

From: Don Sciotto <Don.Sciotto@bbrown.com>
Sent: Monday, February 17, 2025 9:50 AM
To: Castro, Joseph
Cc: office@paulculverconstruction.com; Brenda Klaus
Subject: [EXT] ITB 24-17 Police Department Generator Replacement -Certificates of Insurance

Good Morning Joseph,

The \$600,000 installation float amount includes coverage that property while in transit which would cover the motor cargo coverage limit required for motor cargo coverage. Below is the verbiage from the policy confirming the coverage is there as well. Please let me know if there are any additional questions for this coverage line item and I would be happy discuss!

INSTALLATION FORM

COVERAGE

1. Covered Property

a. We cover the property described for this coverage in the Declarations which is:

- (1) owned by you; or
- (2) for which you are legally liable.

b. Coverage applies to the property:

- (1) while it is in transit;
- (2) after arrival on the premises of installation;
- (3) while waiting for and during installation; and
- (4) until it is completely installed and accepted by the purchaser or until your interest in it ceases to occur first.

Don Sciotto, ARM, CRIS, CCIP, RCM

Senior Vice President

Office (386) 239-5755

Cell (904) 424-3193

don.sciotto@bbrown.com

Brown & Brown of Florida, Inc. (NYSE: BRO)

300 North Beach Street

Daytona Beach, FL 32114



bbinsurance.com



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 5 day of March, 2024, by and between the CITY OF PORT ORANGE, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and PAUL CULVER CONSTRUCTION, INC. ("Contractor"), a Florida corporation whose principal address is 201 Osceola Avenue, Daytona Beach, Florida 32114. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to perform General Contracting Services for Small Projects in accordance with Request for Proposal 24-01 ("RFP 24-01"). This Contract, together with RFP 24-01, Addendum No. 1, and Contractor's Proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference, shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services of RFP 24-01 and the Contractor's Proposal as submitted by Contractor, are attached hereto as Exhibit "1". In the event of any inconsistencies or conflicts between this Contract, RFP 24-01, Contractor's Proposal, Addendum No. 1, precedence shall be given to the documents in the following order: 1) the terms and conditions of this Contract; 2) RFP 24-01; 3) Addendum No. 1; and 4) Contractor's Proposal. A complete copy of all solicitation documents is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties and continue for a period of two (2) years ("Term").

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

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

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the performance of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2." Task Authorization(s) may require a Payment and Performance Bond. Task Authorization(s) requiring a Payment and Performance Bond, shall include an Exhibit attaching the required Payment and Performance Bond. The City reserves the right to

contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in periodic written quotes at the rates set forth in Exhibit "1," attached hereto, in an amount not to exceed the appropriated budget. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

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

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

6. Termination for Convenience of the City

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

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

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

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

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

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or

made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

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

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

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

9. Examination of Records

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

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

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

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

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

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

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

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

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating

of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

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

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

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

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

<i>Standard Insurance Requirements</i>				
	Insurance	Standards		Additional Requirements
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<u>Contract Amount</u> Up to \$10 million \$10 - \$20 million Contracts over \$20 million To Be Determined by the City.	<u>Limits</u> Statutory/\$500,000 Statutory/\$1,000,000	<input type="checkbox"/> If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. <input type="checkbox"/> If vessels involved, Jones Act coverage with limits of \$500,000 required.

<input checked="" type="checkbox"/>	Comprehensive General Liability (including Completed Operations and Contractual Liability)	Limits: Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	<input type="checkbox"/> When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
<input checked="" type="checkbox"/>	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
<input type="checkbox"/>	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<input type="checkbox"/>	Professional Liability	Limits: Coverage - \$1,000,000	
<input type="checkbox"/>	Installation Floater (IT)	Limits: Coverage - \$ To be determined.	
<input type="checkbox"/>	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
<input type="checkbox"/>	Errors and Omissions	Limits: Coverage - \$1,000,000	
<input type="checkbox"/>	Umbrella Policy	Limits: Coverage - \$ To be determined.	
<input type="checkbox"/>	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
<input type="checkbox"/>	City Manager waives Payment and Performance Bond for work under \$200,000.00.		
<input type="checkbox"/>	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		

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

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

15. Modifications or Changes to this Contract

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

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

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

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

16. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

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

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

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

20. Inspection

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the

delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. Liability for Loss or Damage.

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

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

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

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

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

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

23. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager,

appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

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

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

26. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

27. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

28. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

29. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5852

Contractor: Paul Culver Construction, Inc.
Attention: Paul K. Culver, President
201 Osceola Avenue
Daytona Beach, Florida 32114
(386) 763-6200 – Telephone
paul@paulculverconstruction.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.


30. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:


Printed Name: ARON PACHOLSKY


Printed Name: Kaitlin Knox

PAUL CULVER CONSTRUCTION, INC.

By: 
Paul K. Culver, President

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

Date: February 26, 2024




CITY OF PORT ORANGE

By: 
Donald O. Burnette, Mayor

Date: 3/5/2024

ATTEST:



By: 
Robin L. Fenwick, MMC, City Clerk

Date: 3/5/2024

EXHIBIT "1"

Contractor's Quote

Consisting of 4 Pages



(ATTACHMENT 1) - SERVICES COSTS/FEES PROPOSAL

Complete, sign and date and include under Tab E in proposal

RFP #24-01

General Contracting Services for Small Projects

Please complete all fields shown in green and include with your proposal.

Name of Business:	PAUL CULVER CONSTRUCTION, INC
Contact Person:	Paul K. Culver
Email Address:	paul@paulculverconstruction.com
Authorized Signature:	

NOTE: All quoted hourly rates are to include all costs associated with the position, such as overhead, benefits, administrative costs and incidentals.

In the blank **Description** spaces below, if there are any additional positions that will be used for the services outlined in this RFP, please add the position names and hourly rates that coincide with them.

Description	Unit of Measure	Unit Cost	
		Normal Business Hours (As outlined in Section 3 of RFP)	After Normal Business Hours, Weekends, Holidays (As outlined in Section 3 of RFP)
General Manager or equivalent	Hour	95.00	95.00
Project Manager or equivalent	Hour	85.00	85.00
Project Supervisor/Superintendent or equivalent	Hour	80.00	80.00
Project Coordinator or equivalent	Hour	53.00	78.00
General Carpenter	Hour	50.00	75.00
Tradesman	Hour	50.00	75.00
Journeyman	Hour	50.00	75.00
General Laborer	Hour	31.00	53.00
	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
Markup for subcontractor costs, materials, equipment rentals and any other costs not associated with Contractor's quoted labor rates (not to exceed 20%)	%	17.5 %	

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

SCOPE OF WORK: The City of Port Orange (City) is soliciting sealed proposals for General Contracting Services for projects throughout the City with an estimated cost of less than \$200,000 each on an as-needed basis.

The specifications are listed below and on the Services Costs/Fees Proposal Form. General Contractors will be responsible for meeting all specifications as outlined herein and on the Services Costs/Fees Proposal Form.

The City reserves the right to offer any project to any selected General Contractor (Contractor) regardless of the estimated dollar amount of the work, and to contract using a purchase order issued by the City.

SERVICE AND PRODUCT WARRANTY

All Products are warranted by the Proposer to be free from defects in materials and workmanship. The awarded Contractor will promptly replace any product that proves to be defective at no cost to the City or refund the City the purchase price. The Contractor will be responsible for repairing all of its work during the warranty period, at **no cost** to the City. Contractor agrees to repair and return faulty or defective equipment within thirty (30) days from receipt of request from the City or provide a temporary replacement. Manufacturers standard warranty shall be maintained with the application of all materials furnished for any work performed under the contract resulting from this solicitation. It is the Contractor's responsibility to perform preventive maintenance pursuant to the manufacturer's standard warranty guidelines during the term of the warranty. The Contractor shall provide a one (1) year warranty from the manufacturer, which will include all related products including labor, on all repair and installation work. Warranties for new work shall be for a total of one (1) year unless a different duration is requested by the City. In addition to all other warranties, the Contractor shall be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City, within 24 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails to correct defects within 24 hours, the City shall be entitled to have such work remedied by an authorized and certified installer, and the General Contractor shall be fully liable for all costs and expenses incurred by the City to remediate the defect(s). Payments in full or otherwise do not constitute a waiver of this warranty.

The Contractor shall reimburse the City for any losses or damages to the City and or personal property as a result of water or other damages due to faulty workmanship and or materials. The Contractor shall provide ready availability of parts and service to maintain all items when requested. The Contractor must provide service within the warranty period. If the repairs cannot be made at the location where the item is located, the Contractor must pick up the item, repair the item and return the item to the location where it is being used. The warranty period(s) will commence on the date of the acceptance by the City. The Contractor shall provide two (2) copies of documentation of all warranty coverage associated with work performed against this Contract, including all manufacturers' warranties. At a minimum, this documentation shall include:

1. Manufacturer and purchasing information;
2. Building physical addresses work was completed on;
3. Number of operating units;
4. Warranty start and expiration dates;
5. Specific warranty coverage detail;
6. Building and specific location on which warranted work was completed on items installed;
7. Points of contact for Warranty work, with address and telephone number;
8. All documentation provided by the manufacturer, including preventive maintenance warranty requirements.

All system installation and repairs shall be accomplished in accordance with applicable standards and specification of the City and individual manufacturer's installation recommendations. It will be the Contractor's responsibility for any and all clearing or cleaning of installation site.

All requested work shall be completed in accordance with all federal, state and local codes, and shall be inspected for compliance by the City's Building Code Enforcement inspector.

The Contractor shall be certified by the systems manufacturers as qualified to install systems (new, restoration or repairs). A written certification from each system manufacturer shall be submitted with bid package or within 24 hours of request. If the Contractor is not certified to install a specific manufacturer's product, the Contractor shall enter into a Sub-contract with a certified installer.

The Contractor shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City, within 24 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails within 24 hours to correct defects, the Owner shall be entitled to have such work remedied and the Contractor shall be fully liable for all costs and expense reasonably incurred by the City. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the City.

SERVICE REQUIREMENTS

The Contractor shall have sufficient number of personnel, materials, transportation and an adequate inventory of tools and equipment to perform work at the job site.

The Contractor shall provide sufficient staff, resources and facilities to ensure that the City's business is handled in a timely manner.

If the Contractor is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the Purchase Order and award to another Contractor.

If the Contractor for any reason fails to remain a Contractor for the City, then all records pertaining to City projects, scheduling, paperwork, warranty information and technical data shall be surrendered to the City within 10 business days.

Normal business hours for the City are 7:00a.m. to 5:00p.m. Monday through Friday. From time to time, work may be requested to be performed after normal business hours, on weekends, or holidays. If work to be performed under this contract is needed after normal business hours, such work must be approved by the City in writing prior to such work beginning. Any work done after normal business hours must be reflected as such on supporting documentation that accompanies applications for payment or invoices.

Emergency Work Requests may be needed from time to time. The Contractor must be able to meet the City's authorized representative within one (1) hour of notice at the job site, to review the scope of work, provide an estimate, and proceed with work after approval by owner, and in general be responsive to the emergency request.

The Contractor shall have at the time of the proposal opening and throughout the term of any contract, a current Florida General Contractors state license applicable to the performance of work as described.

The City reserves the right on a project-by-project basis to provide materials at which time the cost of materials will be deducted from the project price. The City will negotiate with the Contractor prior to the start of the project.

The City authorized representative shall provide a set of plans to the Contractor with a detailed scope of work which identifies the specific job description and the project schedule. A survey shall be conducted by the City's authorized representative or an approved consultant (depending on the size of the project at the discretion of the authorized City representative).

The Contractor acknowledges that work will be performed only after receipt of an authorized Notice to Proceed and/or Purchase Order. If during the course of work, the Contractor encounters unforeseen conditions which impact the cost of the work and which could not initially be evaluated, the Contractor shall not proceed without written authorization in the form of a change order and a change to the Purchase Order.

The Contractor's required time of performance shall commence when the Contractor mobilizes at the job site. Any travel time expenses shall be borne by the Contractor and will not be reimbursed by the City. The Contractor shall be responsible for notifying the City in writing of any conditions detrimental to proper and timely completion of work, including the presence of PCB'S and Asbestos. The Contractor shall not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Contractor and the City. It is the responsibility of the Contractor to locate any underground and above ground utilities and notify the utility companies when trenching or working near any utility lines, such as cable service, water and sewer service, telephone service and power lines.

[END OF SCOPE OF WORK, WARRANTIES AND SERVICE REQUIREMENTS]

[Remainder of page left intentionally blank]

EXHIBIT “2”

Sample Task Authorization

Consisting of 3 Pages

TASK AUTHORIZATION NO. ____
Standard Contract for Services
for General Contracting Services for Small Projects
dated _____, 2024,

Between the City of Port Orange, Florida and Paul Culver Construction, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Paul Culver Construction, Inc.**, Florida corporation, with its principal place of business at 201 Osceola Avenue, Daytona Beach, Florida 32114 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services relating to General Contracting Services for Small Projects, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

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

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

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

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

5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "1," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. 2.

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

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

Witnesses:

PAUL CULVER CONSTRUCTION, INC.

Printed Name: _____

By: _____
Paul K. Culver, President

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Wayne Clark, City Manager *OR*
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT "3"

Sample Payment and Performance Bond

Consisting of 3 Pages

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation

1000 City Center Circle

Port Orange, Florida 32129-4144

Contact Person: City Manager

Phone Number: (386) 506-5501

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location: _____
Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

City Project No. _____

Bond No. _____

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

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

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **DOLLARS** (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

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

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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



PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.

License # CGC 059149

November 21, 2025

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

Jlong@portorange.org

RE: Port Orange – CORACI PARK REVISED

Dear Josh:

We have visited the site to familiarize ourselves with the existing conditions and are pleased to submit the following proposal to provide all Labor, Material, Equipment, Tools, Taxes, Insurance & Permits necessary to complete the itemized list of work below for a lump sum price of **FORTY-NINE THOUSAND FOUR HUNDRED FIFTY DOLLARS & 00/100's (\$49,450.00)** as follows:

<u>GENERAL CONDITIONS</u>	\$10,600
<ul style="list-style-type: none"> • Supervision & Project Management (Super - 2 wks. @ \$1,750 + PM 1 week @ \$3,220 = \$6,720) • General Liability & Worker's Compensation Insurance \$980 • Equipment & Tools \$400 • Site Safety/PPE/First Aid \$200 • Daily & Final Clean-Up \$500 • Permits \$1,800 	
<u>DEMOLITION</u>	\$ 2,500
<ul style="list-style-type: none"> • Remove existing structures from site. (80 - hrs. @ \$31.25 = \$2,500) 	
<u>MONO-SLOPED ENCLOSED BUILDING</u>	\$29,900
<ul style="list-style-type: none"> • Furnish & install a 25' x 25' x 12' Mono-Sloped Enclosed Building (\$11,850) • Plans (\$1,500) • Labor (\$2,200) • Provide (2) 8' x 8' Roll-up Doors (\$2,400) • Provide (1) Steel Security Door (\$3,500) • Provide (3) loads of fill dirt and tractor work (\$1,250) • Provide 25' x 25' slab with 12'x8' Apron, 4" with 2"5 rebar in 12" x 18" Footer (\$7,200) 	
Sub-Total:	\$43,000
Overhead & Profit:	\$ 6,450
GRAND TOTAL:	<u>\$49,450</u>

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

Should you have any questions, please do not hesitate to give me a call.

PAUL CULVER CONSTRUCTION, INC.

Kevin B. Flynn

Kevin B. Flynn
Project Manager



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/17/2026

SUBJECT: (B7) Resolution No. 26-11 - Approval of Grant Agreement for \$405,130 from Florida Inland Navigation District Grant (FIND) for Day Dock at Riverwalk Park Phase II Construction

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 26-11.

SUMMARY: On March 21, 2025, Council approved Resolution No. 25-13 authorizing the City to apply for assistance through the Florida Inland Navigation District (FIND) Waterways Assistance Program to fund 50% of the construction costs for a 10-slip day dock at Riverwalk Park. The total estimated construction cost for the Riverwalk Park Day Dock project is \$1,620,520, and the City requested \$810,260 from FIND.

In Fall 2025, FIND announced an award of \$405,130, representing 25% of the total construction cost (see attached award notice). According to FIND, due to the high number of qualified projects submitted, funds were not available to fully match the City's request. As a result, the City received \$405,130 of the \$810,260 requested. Staff is requesting Council approval to accept the FIND Grant Agreement in the amount of \$405,130 for use toward the construction of the day dock.

Per the FIND Project Agreement, the \$405,130 construction grant awarded to the City in Fall 2025 does not need to be expended until September 30, 2027.

Based on this timeline, Staff contacted FIND and discussed submitting a second application for additional assistance under the FIND Waterways Assistance Program in March 2026 for an additional \$405,130 or 25% of the construction cost, to maximize grant funding for this project, which is also included on this agenda.

The required local match for this grant was previously approved in the FY 2025–2030 Capital Improvement Program.

When the project was originally submitted for design funding, the intent was to construct the day dock concurrently with the Bristol development at Riverwalk. Following Bristol's withdrawal from the project in 2025, the City now has additional time to pursue supplemental grant funding to cover up to 50% of the total \$1,620,520 construction cost for the day dock. If the project is selected and receives additional funding in Fall 2026,

construction is anticipated to begin in 2027 and be completed before the expenditure deadline for the initial grant award (Fall 2027).

The design plans for the day dock have been completed, and all necessary permits have been obtained. The project includes a floating dock oriented perpendicular to the shoreline, providing mooring for up to ten (10) vessels up to 35 feet in length, with the potential for future expansion as demand increases. The dock is also designed to accommodate a future water taxi stop. The design plans also include a dredging profile to establish a navigational access channel connecting the day dock to the adjacent deep-water channel leading to the Intracoastal Waterway (ICW), along with the installation of channel markers from the dock to the existing marked channel. The day dock is intended for daytime use only. However, an electrical conduit will be installed to support future lighting if nighttime use is desired.

Future expansion of the floating dock will require a modification to the sovereign submerged lands lease (SSLL) to account for additional temporary slips and any expanded dredge basin area. Depending on the scope of the expansion, relocating channel markers may also be required.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Resolution No. 26-11	Resolution No. 26-11 .pdf
2.	VO-PO-25-160 Day Dock at Riverwalk Park Ph II AGR w Mayor and attest	VO-PO-25-160 Day Dock at Riverwalk Park Ph II AGR w Mayor and attest.pdf
3.	Exhibit C	Exhibit C.pdf

Margaret Tomlinson
Tim Burman
Sue Wang
Shannon Balmer
Wayne Clark

Created/Initiated - 01/29/2026
Approved - 01/29/2026
Approved - 01/31/2026
Approved - 02/04/2026
Final Approval - 02/06/2026

RESOLUTION NO. 26-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING THE GRANT AGREEMENT FROM THE FLORIDA INLAND NAVIGATION DISTRICT IN THE AMOUNT OF \$405,130 FOR PHASE II CONSTRUCTION OF THE DAY DOCK AT RIVERWALK PARK; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AGREEMENTS OR CONTRACTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Inland Navigation District provides financial assistance under the Waterway Assistance Program to local government projects associated with the Atlantic Intracoastal Waterway; and

WHEREAS, the City Council of the City of Port Orange is proposing Phase II Construction of the Day Dock at Riverwalk Park; and

WHEREAS, the Florida Inland Navigation District approved the grant in the amount of \$405,130 for the Phase II Construction of the Day Dock at Riverwalk Park; and

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

Section 1. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. The City Council of the City of Port Orange hereby approves the Grant Agreement for grant funds from the Florida Inland Navigation District in the amount of \$405,130 for Phase II Construction of the Day Dock at Riverwalk Park.

Section 2. The Mayor and City Clerk are hereby authorized to execute said Grant Agreement.

Section 3. This resolution shall become effective immediately upon adoption.

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

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

**FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT**

PROJECT NO. VO-PO-25-160

This PROJECT AGREEMENT (“AGREEMENT”) made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District (hereinafter the “DISTRICT”), and the City of Port Orange, (hereinafter the “PROJECT SPONSOR”).

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT** - Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Day Dock at Riverwalk Park Ph II. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2027 (“PROJECT PERIOD”)**, unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2028. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2027, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute (“ASSISTANCE AMOUNT”) no more than fifty percent (50%) (“MATCHING PERCENTAGE”) of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A, Project Cost Estimate (“PROJECT COSTS”) and meeting the requirements of Section 5 below and shall not, in any event, exceed \$405,130.00.

Any modifications to the PROJECT’s Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this AGREEMENT, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT’s Form #95-01 (Exhibit C, Matching Funds Certification) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under this AGREEMENT, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B, Chapter 66B-2, F.A.C.. PROJECT COSTS must be incurred, and work performed within the PROJECT PERIOD, with the exception of pre-AGREEMENT costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the AGREEMENT MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT’s program funds equal to the MATCHING PERCENTAGE in this AGREEMENT. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any

obligation or expenditure made prior to the execution of this AGREEMENT unless previously delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #25-50) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this AGREEMENT, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this AGREEMENT.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 25-45 (Exhibit E), (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final

Project Report as described in Exhibit G, Assistance Project Schedule. As part of the documentation accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of payment of all contractors, material suppliers, engineers, architects, and surveyors with whom PROJECT SPONSOR has directly contracted (each a “DIRECT PROVIDER”) to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this AGREEMENT by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT paid to PROJECT SPONSOR, whereupon this AGREEMENT, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR’s obligations under Sections 15, 17, and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT was required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17, or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific

performance and injunctive relief, and for purposes of determining whether to grant an equitable remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this AGREEMENT and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this AGREEMENT, to act on behalf of the PROJECT SPONSOR relative to the provisions of this AGREEMENT.

13. **STATUS REPORTS** - The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #25-40 (Exhibit F, Assistance Program Project Quarterly Status Report). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G, Assistance Project Schedule, may result in revocation of this AGREEMENT.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION** - The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public of DISTRICT member counties without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** - Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** – FOR LAND-BASED DEVELOPMENT PROJECTS ONLY. The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for which the PROJECT was intended for a minimum period of thirty-five (35) years from the completion of the PROJECT, such dedication to be in the form of a deed, lease, management AGREEMENT or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated useful life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing

contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its employees, commissioners, and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation, or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this AGREEMENT nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

City of Port Orange
Attention: Grant Manager, Community Development
1000 City Center Circle
Port Orange, FL 32129

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation, and performance of this AGREEMENT shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT including, but not limited to, any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This AGREEMENT, including any exhibits made a part hereof, embodies the entire AGREEMENT and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

Date: _____

City of Port Orange

By: _____

Title: Mayor _____

Date: _____

Attest: _____
Robin L. Fenwick, MMC City Clerk

ATTACHMENT E-3

Waterways Assistance Program FY2025

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Riverwalk Day Dock Project Phase II
Applicant:	City of Port Orange

Project Elements <i>(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)</i>	Total Estimated Cost	Applicant's Cost (To the nearest \$50)	FIND Cost (To the nearest \$50)
Mobilization/Demobilization and Site Prep	\$72,500	\$36,250	\$36,250
Dredging & Material Management	\$392,000	\$196,000	\$196,000
Floating Dock System & Associated Upland Dockage and Walkway	\$335,760	\$167,880	\$167,880
Survey/Environmental Compliance	\$10,000	\$5,000	\$5,000

**TOTALS =	\$810,260	\$405,130	\$405,130
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Exhibit B 2025
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM

66B-2.001	Purpose
66B-2.002	Forms
66B-2.003	Definitions
66B-2.004	Policy
66B-2.005	Funds Allocation
66B-2.006	Application Process
66B-2.0061	Emergency Applications
66B-2.007	Application Form (Repealed)
66B-2.008	Project Eligibility
66B-2.009	Project Administration
66B-2.010	Project Agreement (Repealed)
66B-2.011	Reimbursement
66B-2.012	Accountability
66B-2.013	Acknowledgement
66B-2.014	Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015	Small-Scale Derelict Vessel Removal Projects
66B-2.016	Waterways Cleanup Events

66B-2.001 Purpose.

Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.

All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.

The basic terms utilized in this rule are defined as follows:

- (1) "APPLICANT" means an eligible governmental agency submitting an application through this program.
- (2) "APPLICATION" means a project proposal with the required documentation.
- (3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.
- (4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.
- (5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.
- (6) "DISTRICT" means the Florida Inland Navigation District (FIND).
- (7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.
- (8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of

Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

(10) "LIAISON AGENT" means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) "LOCAL GOVERNMENTS" means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) "MARITIME MANAGEMENT PLAN" means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) "MATCHING FUNDS" means those funds provided by the local sponsor to the project.

(14) "MEMBER COUNTY" means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) "NAVIGATION RELATED DISTRICTS" means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) "PRE-AGREEMENT COSTS" means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) "PROGRAM" means the Florida Inland Navigation District Waterways Assistance Program.

(18) "PROGRAM FUNDS" means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) "PROJECT" means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) "PROJECT AGREEMENT" means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) "PROJECT MAINTENANCE" means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) "PROJECT MANAGER" means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) "PROJECT PERIOD" means the approved time during which costs may be incurred and charged to the funded project.

(24) "PROJECT SPONSOR" means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) "PUBLIC BUILDING" means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) "PUBLIC MARINA" means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) "PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS" means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District's waterways to serve the infrastructure needs of the District's waterway users.

(28) "WATERWAYS" means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(29) "WATERWAY RELATED ENVIRONMENTAL EDUCATION" means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic

relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 3-25-21.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to “waterways” as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District’s waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is

the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History—New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing FIND Form No. 25-15 Waterways Assistance Program Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference and available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-17820>, and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to ninety (90) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C., and projects approved in counties recovering from a state of emergency. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur

within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project, the Board shall make a finding that the beaches to be nourished have been adversely impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels. Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects shall qualify for a maximum of fifty (50) percent funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. Except for acquisition of publicly owned spoil disposal site, all funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility in

perpetuity after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History—New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16, 3-25-21, 5-14-25.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference in Rule 66B-2.005, F.A.C. and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet and shall include a detailed cost estimate submitted on FIND Form No. 25-20, Waterways Assistance Program Project Cost Estimate, (effective date 1-1-25), hereby incorporated by reference and available at: <https://flrules.org/Gateway/reference.asp?No=Ref-17821>, and available from the District office. In addition, all applicants shall submit a complete and detailed FIND form No. 25-25 Waterways Assistance Program Project Timeline (effective date 1-1-25), hereby incorporated by reference at <https://flrules.org/Gateway/reference.asp?No=Ref-17822>, and available from the District office.

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 25-30, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 1-1-25), hereby incorporated by reference at <https://flrules.org/Gateway/reference.asp?No=Ref-18021>, and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form 25-35 Attorney's Certification of Title (effective date 1-1-25), hereby incorporated by reference at <https://flrules.org/Gateway/reference.asp?No=Ref-17824>, and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Prior to submitting the application to the District office, applicants shall obtain the local FIND Commissioner's initials on FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist 25-10 Waterways Assistance Program Applicant Checklist (effective date 1-1-25), hereby incorporated by reference and available at <https://flrules.org/Gateway/reference.asp?No=Ref-17825>, and from the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on FIND Form No. 25-10. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail or email. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information

requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using FIND Form 25-15 Waterways Assistance Program Application and Evaluation Worksheets. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application.

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14, 5-14-25.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in subsection 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06, 3-25-21.

66B-2.007 Application Form.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 6-24-93, 2-3-94, 4-12-95, Formerly 16T-2.007, Repealed 7-30-02.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,
2. Public navigation aids and markers,
3. Inlet management projects that are a benefit to public navigation in the District,
4. Public shoreline stabilization directly benefiting the District's waterway channels,
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,
6. Waterway signs and buoys for safety, regulation or information,
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,
9. Derelict Vessel Removal,
10. Waterways related environmental education programs and facilities,
11. Public fishing and viewing piers,
12. Public waterfront parks and boardwalks and associated improvements,
13. Maritime Management Planning,
14. Waterways boating safety programs and equipment,
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,
16. Environmental restoration, enhancement or mitigation projects; and,
17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat,
2. Restrooms for non-waterway users,
3. Roadways providing access to non-waterway users,
4. Parking areas for non-waterway users,
5. Utilities for non-waterway related facilities,
6. Lighting for non-waterway related facilities,
7. Project maintenance and maintenance equipment,
8. Picnic shelters and furniture for non-waterway related facilities,
9. Vehicles to transport vessels; and,
10. Operational items such as fuel, oil, etc.
11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,
12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,
13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:
 - a. Project management, administration and inspection,
 - b. Design, permitting, planning, engineering or surveying costs for completed construction project,
 - c. Restoration of sites disturbed during the construction of an approved project,
 - d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of \$125,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 35 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the third Monday in September. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.

9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History—New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16, 3-25-21, 3-9-23, 3-11-24.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report," dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first

fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14, 3-25-21.

66B-2.010 Project Agreement.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 9-5-96, Formerly 16T-2.010, Amended 3-21-01, Repealed 7-30-02.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended

3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this

rule, and with the following additions:

(a) The District shall fund a maximum of up to \$20,000 per project, not to exceed \$60,000 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will be valued at the Independent Sector estimated national value of each volunteer hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, trash removal and management, sign installation, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 7-30-02, Amended 4-24-06, 3-7-11, 3-25-21, 3-11-24, 5-14-25.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to \$150,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14, 3-25-21, 3-9-23, 3-11-24.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with

exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to \$5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, online, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional \$5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional \$1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 3-7-11.

EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor: _____

Project Title: _____ Project #: _____

Source of Matching Funds: _____

Amount of Matching Funds: _____

I hereby certify that the above referenced project Sponsor, as of October 01, 20__, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated _____.*


Project Liaison Name: _____

Project Liaison Signature: _____

Date: _____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

**EXHIBIT D
FLORIDA INLAND NAVIGATION DISTRICT
PAYMENT REIMBURSEMENT REQUEST FORM**

Project Number and Project Name:				Notes for clarification of this Reimbursement Request:
Project Sponsor (Grantee):				
Reimbursement Request # (or final):				
Grant Amount				
Previous Total Payments				
Previous Total Retainage Held by FIND				
Available Balance	\$ 0.00			
Funds Requested for this Payment				
10% FIND Retainage (Unless Final)				
Check Amount	\$ 0.00			
Grant Amount	\$ 0.00			
All Payments + All FIND Paid Retainage	\$ 0.00			
Remaining Balance	\$ 0.00			

SCHEDULE OF EXPENDITURES (Should correspond to Project Agreement Exhibit A)

Expense Description	Vendor Name	Check No.	Invoice #	Total Cost	Applicant Cost	FIND Cost
TOTALS				\$ 0.00	\$ 0.00	\$ 0.00

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison

Date

*S 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT E

FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM

Project Completion Certification



Sponsor: _____

Project Title: _____ Project #: _____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name: _____

Project Liaison Signature: _____

Date: _____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT F
FLORIDA INLAND NAVIGATION DISTRICT
 ASSISTANCE PROGRAM PROJECT QUARTERLY STATUS REPORT



Submitted by:	
Email:	

Project Number:		
Project Name:		
Project Sponsor (Grantee):		

1st Quarter (October to December)	Date Submitted:		Due December 30th

Project Issues:

2nd Quarter (January to March)	Date Submitted:		Due March 30th

Project Issues:

3rd Quarter (April to June)	Date Submitted:		Due June 30th

Project Issues:

4th Quarter (July to September)	Date Submitted:		Due September 30th

Project Issues:

Percentage of total project completion:	
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Anticipated Project Completion Date:	
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Please name the file attachment as follows:

Project #, Project Name, (1st, 2nd, 3rd, 4th) Quarter Report, Year
 Example: DA-MI-25-499 Marine Park Docks 4th Quarter Report 2026

EXHIBIT G
ASSISTANCE PROJECT SCHEDULE

OCTOBER 2025-	Project Agreement Executed, Project Initiates.
DECEMBER 30, 2025-	First Quarterly Report Due. Use Quarterly Status Report Form Exhibit F: https://aicw.org/ grant_and_assistance_programs/ waterway_assistance_programs_wap/index.php
MARCH 30, 2026-	Second Quarterly Report Due.
JUNE 30, 2026-	Third Quarterly Report Due.
SEPTEMBER 30, 2026-	Fourth Quarterly Report Due.
DECEMBER 30, 2026-	Fifth Quarterly Report Due.
MARCH 30, 2027-	Sixth Quarterly Report Due.
JUNE 30, 2027-	Seventh Quarterly Report Due.

NOTE: If the project will not be completed and all close out paperwork submitted by September 30th , a request for a 1-year extension of the completion date of the project should be submitted with the June 2027 quarterly report.

SEPTEMBER 1-30, 2027- Work on Closeout paperwork
Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 25-45 (Effective Date: 1-1-26), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.

SEPTEMBER 30, 2027 - End of Grant. All work must be completed and closeout paperwork submitted. October 2026- finish processing closeout paperwork, perform project inspection and submit final reimbursement check and coordinates check presentation with sponsor.

NOTE: ANY MODIFICATIONS to the PROJECT shall require advance notice and prior written approval of the District. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this agreement pursuant to Section 13 of the project agreement.**

EXHIBIT H

<https://aicw.org/resources/logos.php>



EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor: City of Port Orange

Project Title: Day Dock at Riverwalk Park Phase II Project #: VO-PO-25-160

Source of Matching Funds: General Fund Transfer

Amount of Matching Funds: \$405,130

I hereby certify that the above referenced project Sponsor, as of October 01, 2025, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated _____.*

Project Liaison Name: Sue Wang, Finance Director

Project Liaison Signature: *Sue Wang*

Date: 2/6/2026

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/17/2026

SUBJECT: (B8) Resolution No. 26-12 – Approval of the Grant Application for a Florida Inland Navigation District (FIND) Grant for additional construction funding (Phase III) for the Day Dock at Riverwalk Park

DEPARTMENT: Community Development

GOAL: 5 - Fiscal Sustainability 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Resolution No. 26-12.

SUMMARY:

Each year, the Florida Inland Navigation District (FIND) issues a call for local governments to submit public waterway improvement projects, such as navigation improvements, public waterway access facilities, waterfront parks, environmental education, and boating safety projects, for consideration under the FIND Waterways Assistance Program.

In October 2025, the City was awarded a FIND construction grant in the amount of \$405,130, representing 25% of the \$1,620,520 total construction cost for the Riverwalk Park Day Dock project. The City originally requested \$810,260, representing 50 percent of the construction cost, the maximum funding participation allowed under the FIND program. Due to the high number of qualified projects submitted statewide, FIND was unable to fully fund all requests, including the City's request, and awarded a partial match of \$405,130 for Phase II construction.

As a result, if the City were to construct the project in 2026 using only the current FIND award funds, the City would be responsible for approximately 75% of the construction cost (\$1,215,390), with FIND covering the remaining 25 percent (\$405,130).

City staff have coordinated with FIND regarding the potential submission of a second application under the FIND Waterways Assistance Program for an additional \$405,130 (25% of the construction cost) being requested as Phase III construction. Submitting a second application would allow the City to pursue the full 50% funding participation permitted by FIND. If the second application is approved in Fall 2026, construction is anticipated to begin in 2027 and be completed before the expenditure deadline for the initial FIND grant award.

When the project was originally submitted for design funding, the intent was to construct

the day dock concurrently with the Bristol project at Riverwalk Park. Following Bristol's withdrawal from the project in 2025, the City now has additional time to pursue supplemental grant funding to offset up to 50 percent of the total \$1,620,520 construction cost. If the City is awarded an additional \$405,130 in FIND funding, the City's share of the construction cost would be reduced to approximately 50 percent (\$810,260), with FIND funding covering the remaining 50 percent. Accordingly, pursuing additional FIND funding and initiating construction in 2027 rather than 2026 could reduce the City's construction costs by up to \$405,130. It should be noted that the required City match for the FIND grant was previously approved in the FY 2025–2030 Capital Improvement Program at 50 percent of the construction cost, not 75%.

Final design for the day dock has been completed, and all required permits have been obtained. The project includes a floating day dock oriented perpendicular to the shoreline, providing mooring for up to ten (10) vessels, with the ability to expand in the future as demand increases. The dock is also designed to accommodate a future water taxi stop. Design plans identify a dredging profile to establish a navigational access channel between the day dock and the adjacent deep-water channel leading to the Intracoastal Waterway (ICW), along with the installation of channel markers connecting the dock to the existing marked channel. The day dock is intended for daytime use only. However, electrical conduit will be installed to support future lighting if nighttime use is desired.

Any future expansion of the floating dock will require a modification to the Sovereign Submerged Lands Lease (SSLL) to account for additional temporary slips and any expanded dredge basin area. Depending on the scope of expansion, relocation of channel markers may also be required.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Resolution No. 26-12	Resolution No. 26-12 .pdf
2.	WAP 2026 Application Part 1 - Grant Instructions - Final	WAP 2026 Application Part 1 - Grant Instructions - Final.pdf
3.	WAP 2026 Application Part 2 - Day Dock at Riverwalk Park Phase III with City Resolution and Atty Certs	WAP 2026 Application Part 2 - Day Dock at Riverwalk Park Phase III with City Resolution and Atty Certs.pdf
4.	ATTACHMENT E-6 ATTORNEYS CERTIFICATION OF TITLE 2026 0020	02102026_ATTACHMENT E-6 ATTORNEYS CERTIFICATION OF TITLE 2026 20.pdf
5.	ATTACHMENT E-6 ATTORNEYS CERTIFICATION OF TITLE 2026 0011	10016303_ATTACHMENT E-6 ATTORNEYS CERTIFICATION OF TITLE 2026 11.pdf

Margaret Tomlinson
 Tim Burman
 Sue Wang

Created/Initiated - 01/29/2026
 Approved - 01/29/2026
 Approved - 01/31/2026

Shannon Balmer
Wayne Clark

Approved - 02/10/2026
Final Approval - 02/10/2026

RESOLUTION NO. 26-12

ATTACHMENT E-5

RESOLUTION FOR ASSISTANCE 2026 UNDER THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE CITY OF PORT ORANGE_is interested in carrying out the following described project for the enjoyment of the citizenry of City of Port Orange, Volusia County and the State of Florida:

Project Title Riverwalk Day Dock Project Phase III

Total Estimated Cost \$ 810,260

Brief Description of Project: As part of the comprehensive Riverfront Park development, enhancement and public access, the City of Port Orange is seeking to build a Day (transient) Docking facility. The intent of this Day Dock facility is to provide recreational boaters access to the City's landward park amenities. The current intent is to develop a phased approach that will ultimately allow the City to accommodate up to 35-foot boat vessels. This application for Phase II will accommodate mooring of up to ten (10) vessels with a potential to add more slips as demand increases;

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the CITY OF PORT ORANGE that the project described above be authorized,

AND, be it further resolved that said City of Port Orange_make application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project in behalf of said City of Port Orange;

AND, be it further resolved by the City of Port Orange that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2

F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of Port Orange for public use.

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and
legally adopted by the City of Port Orange City Council at a legal meeting held on this
_____ day of _____ 20_____.

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

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

FLORIDA INLAND NAVIGATION DISTRICT



From: Chris Kelley, Deputy Director
Subject: 2026 Waterways Assistance Program
Date: December 15, 2025

COMMISSIONERS

BUDDY DAVENPORT
CHAIR
VOLUSIA COUNTY

STEPHEN W. BOEHNING
VICE CHAIR
INDIAN RIVER COUNTY

CATHY CHAPMAN
TREASURER
NASSAU COUNTY

MICHAEL KENNEDY
SECRETARY
MARTIN COUNTY

J. CARL BLOW
ST. JOHNS COUNTY

AUSTIN BURKETT
PALM BEACH COUNTY

PATRICK CALLAWAY, P.E.
DUVAL COUNTY

T. SPENCER CROWLEY, III
MIAMI-DADE COUNTY

TOM MORGAN
BREVARD COUNTY

PAUL TRABULSY
ST. LUCIE COUNTY

RANDY STAPLEFORD
FLAGLER COUNTY

RICHARD WALTZER
BROWARD COUNTY

JANET ZIMMERMAN
EXECUTIVE DIRECTOR

CHRIS KELLEY
DEPUTY DIRECTOR

Attached is an application package for the District's 2026 Waterways Assistance Program (WAP). The WAP application can also be downloaded from our website: www.AICW.org. Through FIND's Assistance Programs over the past 40 years, the District has provided a total of over \$182 million in funding assistance to local governments within our District to perform waterways improvement projects.

Project types eligible for funding include public navigation, public waterway access facilities, waterfront parks, environmental education and boating safety projects directly related to the waterways. The District also provides grants for land acquisition which include opportunities for waterway access. Generally, ineligible costs include project maintenance, landscaping, in-house staff and reoccurring fees. Please see the program rules for more details on project eligibility. The funding level of this year's program will be determined in July based upon the availability of funding to the District and the quality and number of applications received.

Applications are due in the District office by 4:30 PM, March 30, 2026. Your application must be discussed and initialed by your local FIND Commissioner prior to March 4, 2026, and submitted to the District office by March 30, 2026. Please see the application package for the complete program schedule and the name and address of your FIND Commissioner.

Application Submission: An electronic copy (2 PDF files per the instructions) should be emailed to CKelley@aicw.org. Please make sure that the file size of the email is 15MB or less, or your email may be rejected due to mail server size limitations. Applications must be received by the deadline, no exceptions. Only the requested information should be submitted. It is VERY important that the application forms remain in the same 8.5 x 11", paginated format, and the forms must be presented in the order listed on the application checklist. Applications that do not follow the program directions, rules, or the application format may be rejected.

Please review the application checklist and be sure you can provide all the required items. If you cannot provide ALL the items on the application checklist, please contact staff immediately for advice on the potential resolution of a required item. Any application failing to include the required application items (with the exception of environmental resource permits & exemptions) will be eliminated from consideration on May 18, 2026. There is no waiver or exception available for this deadline.

FY 2026-2027

WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 1: Attachments A through D

TABLE OF CONTENTS
FY 2026-2027
WATERWAYS ASSISTANCE PROGRAM APPLICATION

Part 1.

ATTACHMENT A	PROGRAM SCHEDULE
ATTACHMENT B	COMMISSIONERS LISTING
ATTACHMENT C	PROJECT PRIORITY LIST
ATTACHMENT D	PROGRAM RULES

Part 2.

ATTACHMENT E	PROGRAM APPLICATION/TIPS SHEET (1 PAGE)
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E-1. APPLICATION CHECK LIST (2 PAGES)

E-2. APPLICANT INFORMATION/ SUMMARY plus questions 1-9,

Note: Questions 10. (a-e) and Question 11. should only be filled out if they are applicable to your project category.

E-3. COST ESTIMATE FORM

E-4. PROJECT TIMELINE

E-5. RESOLUTION (2 PAGES)

E-6. ATTORNEYS CERTIFICATION OF TITLE

ATTACHMENTS: CITY/COUNTY MAPS AND SITE PLAN

ATTACHMENT A
FY 2026-2027
WATERWAYS ASSISTANCE PROGRAM
SCHEDULE

January 2026 Availability of application packages.

Prior to March 4, 2026 Applicants must schedule a review of proposed projects with their local FIND Commissioner. Your Commissioner's initials are required on your application by March 4, 2026.

March 30, 2026 Application due in the District office by 4:30 PM (No Exceptions)
--

May 18, 2026 Application requirements must be completed or application will be eliminated from further consideration.

June 19 & 20, 2026 Applicants make a 10-minute presentation of application to FIND Board. Meeting held in Brevard County.

July 17, 2026 FIND Board reviews additional requested information and the Commissioners will complete the Application's Rating & Evaluation Form. Board makes final funding decisions on remaining eligible applications (subject to budget process).

Sept. 21, 2026 All remaining permits due.

October 1, 2026 Grant awards are announced. Funded applicants execute project agreement. Project funds become available, project initiates, timeline begins.

ATTACHMENT B
2026 BOARD OF COMMISSIONERS

<p><u>DUVAL COUNTY</u> Mr. Patrick Callaway, P.E. 8463 Stables Rd. Jacksonville, FL 32256 904-545-6359 FIND E-Mail: pcallaway@aicw.org</p>	<p><u>ST. LUCIE COUNTY</u> Mr. Paul Trabulsy 5428 Stately Oak St. Fort Pierce, FL 34981 772-216-2631 FIND E-Mail: ptrabulsy@aicw.org</p>
<p><u>ST. JOHNS COUNTY</u> Mr. J. Carl Blow 100 Santa Monica Ave. St Augustine, FL 32080 904-710-2655 FIND E-Mail: cblow@aicw.org</p>	<p><u>MARTIN COUNTY</u> Mr. Michael Kennedy 2600 S. Kanner Hwy Stuart, FL 34994 561-685-0315 FIND E-Mail: mkenedy@aicw.org</p>
<p><u>FLAGLER COUNTY</u> Mr. Randy Stapleford 77 Comanche Ct. Palm Coast, FL 32137 724-766-0690 FIND E-Mail: rstapleford@aicw.org</p>	<p><u>PALM BEACH COUNTY</u> Mr. Austin Burkett 18454 Claybrook St. Jupiter, FL 33458 561-901-3438 FIND E-Mail: aburkett@aicw.org</p>
<p><u>VOLUSIA COUNTY</u> Mr. Buddy Davenport 106 Grandview Dr New Smyrna Beach, FL 32168 386-405-0681 FIND E-Mail: bdavenport@aicw.org</p>	<p><u>BROWARD COUNTY</u> Mr. Richard Waltzer 2880 NE 26TH Place Fort Lauderdale, FL 33306 954-931-9787 FIND E-Mail: rwaltzer@aicw.org</p>
<p><u>BREVARD COUNTY</u> Mr. Tom Morgan 142 S. Twin Lakes Rd. Cocoa, FL 32926 954-895-2352 FIND E-Mail: tmorgan@aicw.org</p>	<p><u>MIAMI-DADE COUNTY</u> Mr. T. Spencer Crowley C/O Akerman LLP Three Brickell City Centre 98 SE 7TH St. Ste. 1100 Miami, FL 33131 305-374-5600 FIND E-Mail: tscrowley@aicw.org</p>
<p><u>INDIAN RIVER COUNTY</u> Mr. Stephen Boehning 1443 20TH St. Ste. F Vero Beach, FL 32960 772-473-4099 FIND E-Mail: sboehning@aicw.org</p>	<p><u>NASSAU COUNTY</u> Ms. Cathy Chapman 1317 North Pike Lane Fernandina Beach, FL 32034 904-753-1970 FIND E-Mail: cchapman@aicw.org</p>

ATTACHMENT C

2026 ASSISTANCE PROGRAM PROJECT PRIORITY LIST

<u>PRIORITY</u>	PROJECT CATEGORY	MAX POINTS AVAILABLE (Question #1)	<i>Highest Potential Score</i>
1.	Public navigation channel dredging	8	50
2.	Public navigation aids & markers	8	50
3.	New Inlet management projects that are a benefit to public navigation in the District	7	49
4.	Public shoreline stabilization directly benefiting the District's waterway channels (ICW or OWW)	7	49
5.	Acquisition and development of publicly owned spoil disposal sites & public commercial/industrial waterway access	6	48
6.	Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities	5	47
7.	Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities	5	47
8.	Derelict vessel removal	4	46
9.	Waterway signs & buoys for safety, regulation or information	4	46
10.	Public fishing & viewing piers	3	45
11.	Public waterfront parks and boardwalks & associated improvements	3	45
12.	Maritime Management Planning	3	45
13.	Waterway boating safety programs & equipment	3	45
14.	Waterway related environmental education programs & facilities	2	44
15.	Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project	2	44
16.	Environmental restoration, enhancement or mitigation projects with public access component	2	44
17.	Other waterway related projects	1	43

NOTE: Projects qualifying for Emergency Re-Construction status may have an additional 3 points available to the potential score.

ATTACHMENT D (2026)
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM

66B-2.001	Purpose
66B-2.002	Forms
66B-2.003	Definitions
66B-2.004	Policy
66B-2.005	Funds Allocation
66B-2.006	Application Process
66B-2.0061	Emergency Applications
66B-2.007	Application Form (Repealed)
66B-2.008	Project Eligibility
66B-2.009	Project Administration
66B-2.010	Project Agreement (Repealed)
66B-2.011	Reimbursement
66B-2.012	Accountability
66B-2.013	Acknowledgement
66B-2.014	Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015	Small-Scale Derelict Vessel Removal Projects
66B-2.016	Waterways Cleanup Events

66B-2.001 Purpose.

Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.

All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.

The basic terms utilized in this rule are defined as follows:

- (1) "APPLICANT" means an eligible governmental agency submitting an application through this program.
- (2) "APPLICATION" means a project proposal with the required documentation.
- (3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.
- (4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.
- (5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.
- (6) "DISTRICT" means the Florida Inland Navigation District (FIND).
- (7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.
- (8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of

Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

(10) "LIAISON AGENT" means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) "LOCAL GOVERNMENTS" means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) "MARITIME MANAGEMENT PLAN" means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) "MATCHING FUNDS" means those funds provided by the local sponsor to the project.

(14) "MEMBER COUNTY" means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) "NAVIGATION RELATED DISTRICTS" means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) "PRE-AGREEMENT COSTS" means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) "PROGRAM" means the Florida Inland Navigation District Waterways Assistance Program.

(18) "PROGRAM FUNDS" means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) "PROJECT" means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) "PROJECT AGREEMENT" means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) "PROJECT MAINTENANCE" means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) "PROJECT MANAGER" means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) "PROJECT PERIOD" means the approved time during which costs may be incurred and charged to the funded project.

(24) "PROJECT SPONSOR" means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) "PUBLIC BUILDING" means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) "PUBLIC MARINA" means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) "PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS" means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District's waterways to serve the infrastructure needs of the District's waterway users.

(28) "WATERWAYS" means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways. Solely for the purpose of navigation channel dredging, man-made canals shall be considered eligible waterways provided they are owned by or dedicated to a governmental entity and connect to the Atlantic Intracoastal Waterway.

(29) "WATERWAY RELATED ENVIRONMENTAL EDUCATION" means an interdisciplinary holistic process by which the

learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 3-25-21, 1-1-26.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to “waterways” as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District’s waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History—New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing FIND Form No. 25-15 Waterways Assistance Program Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference and available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-17820>, and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to ninety (90) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C., and projects approved in counties recovering from a state of emergency. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and

work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project, the Board shall make a finding that the beaches to be nourished have been adversely impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use. Dredging of a canal or channel not associated with another use (such as a boat ramp, marina or pier) that does not provide access to at least one publicly accessible launching, mooring or docking facility will be prioritized as "other waterway related project".

In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels. Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding.

(7) Land Acquisition: Land acquisition projects shall qualify for a maximum of fifty (50) percent funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. Except for acquisition of

publicly owned spoil disposal site, all funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility in perpetuity after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History—New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16, 3-25-21, 5-14-25, 1-1-26.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference in Rule 66B-2.005, F.A.C. and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet and shall include a detailed cost estimate submitted on FIND Form No. 25-20, Waterways Assistance Program Project Cost Estimate, (effective date 1-1-25), hereby incorporated by reference and available at: <https://flrules.org/Gateway/reference.asp?No=Ref-17821>, and available from the District office. In addition, all applicants shall submit a complete and detailed FIND form No. 25-25 Waterways Assistance Program Project Timeline (effective date 1-1-25), hereby incorporated by reference at <https://flrules.org/Gateway/reference.asp?No=Ref-17822>, and available from the District office.

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 25-30, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 1-1-25), hereby incorporated by reference at <https://flrules.org/Gateway/reference.asp?No=Ref-18021>, and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form 25-35 Attorney's Certification of Title (effective date 1-1-25), hereby incorporated by reference at <https://flrules.org/Gateway/reference.asp?No=Ref-17824>, and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Prior to submitting the application to the District office, applicants shall obtain the local FIND Commissioner's initials on FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist 25-10 Waterways Assistance Program Applicant Checklist (effective date 1-1-25), hereby incorporated by reference and available at <https://flrules.org/Gateway/reference.asp?No=Ref-17825>, and from the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on FIND Form No. 25-10. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, and for compliance with the eligibility requirements of this rule. When an application is determined by staff to

be incomplete or ineligible, staff will immediately inform the applicant by mail or email. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) **Interlocal Agreements:** Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) **Application Presentations:** Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) **Application Evaluation and Rating Score:** Following the presentations, the Board will review the applications and evaluate them using FIND Form 25-15 Waterways Assistance Program Application and Evaluation Worksheets. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application.

(10) **Funding Determination:** The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14, 5-14-25.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in subsection 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06, 3-25-21.

66B-2.007 Application Form.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Amended 6-24-93, 2-3-94, 4-12-95, Formerly 16T-2.007, Repealed 7-30-02.

66B-2.008 Project Eligibility.

(1) **Eligible Projects:** Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning,

environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,
2. Public navigation aids and markers,
3. Inlet management projects that are a benefit to public navigation in the District,
4. Public shoreline stabilization directly benefiting the District's waterway channels,
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,
6. Waterway signs and buoys for safety, regulation or information,
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,
9. Derelict Vessel Removal,
10. Waterways related environmental education programs and facilities,
11. Public fishing and viewing piers,
12. Public waterfront parks and boardwalks and associated improvements,
13. Maritime Management Planning,
14. Waterways boating safety programs and equipment,
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,
16. Environmental restoration, enhancement or mitigation projects; and,
17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding except that a county with a population under 250,000 according to the Florida Office of Economic and Demographic Research shall be eligible for 50% funding for navigation dredging projects. In addition, navigation dredging projects in man-made canals shall require the following:
 - a. the local government sponsor shall have an approved placement facility for storage, processing and/or disposal of dredged material;
 - b. the local government sponsor shall establish a long term dredge material management plan for the public man-made canals in its jurisdiction; and
 - c. the local government sponsor shall provide at least fifty percent (50%) of the required matching funds through general taxes or special assessment of the benefitted properties.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat,
2. Restrooms for non-waterway users,
3. Roadways providing access to non-waterway users,
4. Parking areas for non-waterway users,
5. Utilities for non-waterway related facilities,
6. Lighting for non-waterway related facilities,
7. Project maintenance and maintenance equipment,
8. Picnic shelters and furniture for non-waterway related facilities,
9. Vehicles to transport vessels; and,
10. Operational items such as fuel, oil, etc.
11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,
12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,
13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:

- a. Project management, administration and inspection,
- b. Design, permitting, planning, engineering or surveying costs for completed construction project,
- c. Restoration of sites disturbed during the construction of an approved project,
- d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of \$125,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 35 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. Any change in such dedication shall require the prior approval of the District. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the third Monday in September. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the

original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History—New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16, 3-25-21, 3-9-23, 3-11-24, 1-1-26.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the project sponsor of a request for extension to the District no later than July of fiscal year two of the approved project. This request will then be considered by the District Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year. For projects in the categories of: (i) acquisition of public commercial/industrial waterway access; (ii) acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities; (iii) acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities; (iv) public fishing and viewing piers; (v) and public waterfront parks and boardwalks and associated improvements; the project agreement shall include a provision that in the event the project sponsor initiates, applies for, adopts, approves, or otherwise implements any new or expanded restrictions on public boating access in proximity to the project ("Public Boating Restrictions") during the project period, or for a period of twenty (20) years following completion of the project, without the prior written consent of the District, the project sponsor shall immediately refund the full assistance amount awarded under the agreement. Public Boating Restrictions under this rule shall include, but are not limited to, restrictions or limitations on operating, anchoring, vessel size or type, public access, mooring, or other navigational uses not previously in effect as of the date of the agreement. The distance from the project that Public Boating Restrictions shall require a refund will be determined on a case-by-case basis taking into account the nature of the project and the distance from the channel of the Intracoastal Waterway.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on FIND Form No. 25-40, Assistance Program Project Quarterly Status Report (effective date 1-1-26), hereby incorporated by reference and available at <https://flrules.org/Gateway/reference.asp?No=Ref-18986> and available from the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) FIND Form No. 25-45 Project Completion Certificate (effective date 1-1-26), hereby incorporated by reference at <https://flrules.org/Gateway/reference.asp?No=Ref-18987> and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14, 3-25-21, 1-1-26.

66B-2.010 Project Agreement.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 9-5-96, Formerly 16T-2.010, Amended 3-21-01, Repealed 7-30-02.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Payment Reimbursement Request Form and required supporting documents FIND Form No. 25-50 Payment Reimbursement Request Form (effective date 1-1-26), hereby incorporated by reference at <https://flrules.org/Gateway/reference.asp?No=Ref-18988> and available

from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

- (a) The percentage total of project funding that the Board has agreed to fund, or
- (b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11, 1-1-26.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or

other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02 Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 1-1-26), hereby incorporated by reference at <https://flrules.org/Gateway/reference.asp?No=Ref-18990> and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to \$20,000 per project, not to exceed \$60,000 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will be valued at the Independent Sector estimated national value of each volunteer hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, trash removal and management, sign installation, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 7-30-02, Amended 4-24-06, 3-7-11, 3-25-21, 3-11-24, 5-14-25, 1-1-26.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels as defined in section 823.11, Florida Statute, within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 Small-Scale Derelict Vessel Removal Program Application (effective date 1-1-26), hereby incorporated by reference at <https://flrules.org/Gateway/reference.asp?No=Ref-18991> and available from the District office, and FIND Form No. 01-06 Small-Scale Derelict Vessel Removal Program – Project Cost Estimate (effective date 1-1-26), hereby incorporated by reference at <https://flrules.org/Gateway/reference.asp?No=Ref-18992> and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to \$150,000.00 per county, per year, provided on a reimbursement basis only. The limitation

on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14, 3-25-21, 3-9-23, 3-11-24, 1-1-26.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to \$5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, online, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional \$5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional \$1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 3-7-11.



WATERWAYS ASSISTANCE PROGRAM APPLICATION PACKAGE

Part 2. Attachment E



**Florida
Inland
Navigation
District**

FY 2026-2027

WATERWAYS ASSISTANCE PROGRAM
APPLICATION PACKAGE
Part 2. Attachment E

The following attachments E-1 through E-6, in addition to the requirements of items 7 through 9 of the application checklist, constitute your formal application.

**SUBMIT THE APPLICATION INFORMATION IN
THE ORDER LISTED ON THE CHECKLIST.**

Applications must be received by the District by 4:30 p.m. on March 30, 2026.

Application Submission:

Electronic copies (2 separate attachments per instructions):

Attachment 1: Items 1-9, and Attachment 2: Items 10-12



Electronic submission via email to:

CKelley@aicw.org

(pdf file size 15MB or less)

Application must be received by the deadline, no exceptions.

Attachment E - Applicant Tips Sheet

(Mistakes Common to the application process and how to avoid them)

SCHEDULING

The new application is available by January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due -- 30th of March; Property control/Technical sufficiency items – 18th of May, Permits – 21st of September. (Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)

PROPERTY CONTROL VERIFICATION

Please have your attorney complete and sign the form in the application verifying applicant property control. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. (Staff suggestion: Resolve this requirement outside the application “window”.)

PROJECT COSTS ELIGIBILITY

Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item's eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant's match. Make sure you have delineated your required minimum cost-share on the project cost estimate. (Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline.)

COST-SHARE

Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. (Staff suggestion: You may want to organize project elements in a certain manner for easier accounting.)

PRE-AGREEMENT EXPENSES

Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board's past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre-agreement expenses if possible. Note: Pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. (Example: A project with a total cost of \$200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the \$100,000 project cost prior to October 1st is eligible as project expenses (i.e. \$50,000). Then only ½ of the eligible project expenses (\$50,000) are eligible for District funding assistance (i.e. \$25,000).

SUBMITTED MATERIALS & JUNE PRESENTATION

The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Board's review is two 8-1/2" x 11" spiral-bound notebooks containing the essential information for the application. NOTE: Make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation. (Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation!)

ELECTRONIC SUBMISSIONS

Grant applications are ONLY being accepted by email. Grant applications shall be submitted via email as two (2) pdf attachments (15mb max size and see attachment instructions on the next page). Make sure to label your pdf attachments with the applicant and project title. You will receive a confirmation email letting you know that your application has been received. Email your completed application to CKelley@aicw.org

Applications must be received by the District by 4:30 p.m. on March 30, 2026.

ATTACHMENT E-1
Waterways Assistance Program FY2026
Applicant Checklist

Project Title:	
Applicant:	

This checklist and the other items listed below in items 1 through 11 constitute your application. The required information shall be submitted in the order listed.

Electronic copies (2 separate PDF files per instructions – PDF File 1: Items 1-8, PDF File 2: Items 9-11) shall be emailed (15mb maximum file size) to CKelley@aicw.org. Applications must be received by the deadline, no exceptions.

		<u>YES</u>	<u>NO</u>
1.	District Commissioner Review (prior to March 4th) (NOTE: For District Commissioner initials ONLY!) (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)	_____	_____
2.	Application Checklist Attachment E-1 (Form No. 25-10, 2 pages) (Form must be signed and dated)		
3.	Application and Evaluation Worksheet Attachment E-2 (Form No. 25-15) (First Page of Form Must be Signed)		
4.	Project Cost Estimate Attachment E-3 (Form No. 25-20, 1 page) (Must be on District form)		
5.	Project Timeline Attachment E-4 (Form No. 25-25, 1 page)		
6.	County/City Location Map		
7.	Project Boundary Map		
8.	Clear and Detailed Site Development Plan Map		

Continued on Next Page

YES

NO

- 9. Official Resolution Form Attachment E-5 (Form No. 25-30, 2 pages)(Resolution must be on District Form and includes items 1-6)
- 10. Attorney's Certification (Land Ownership) Attachment E-6 (Form No. 25-35, 1 page)
- 11. Copies of all Required Permits: ACOE, DEP, WMD (Requirement of Construction & Dredging Projects)

The undersigned, as applicant, acknowledges that Items 1 through 11 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 30, 2026. By May 18, 2026, my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 11 is due to the District no later than September 21, 2026. If the information in Item 11 is not submitted to the District office by September 21, 2026, I am aware that my application will be removed from any further funding consideration by the District.

_____	_____
Print Liaison Name	Title
_____	_____
Liaison Signature	Date

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

Eligibility of Project Cost: _____

ATTACHMENT E-2

Waterways Assistance Program FY2026

Application and Evaluation Worksheet

Local Sponsor:	Department:
Project Title:	Use "Phase I" for Design Projects. Use "Phase II" for Construction if you received FIND funding for Phase I Work.
Project Director:	Email:
Grant Liaison: (If Different from Director)	Email:
Mailing Address:	
City:	Zip Code:
Phone Number:	
Project Address:	
Requested FIND Funding:	
Eligible Matching Funds Amount:	
Match Percentage:	
Total Project Costs:	
Applicant's Funding Source:	

Applicant Signature Certifying the Above Information

Print Name

Project Summary: Maximum 200 Words

1. Priority Category:

a) Choose one priority category of this project from the application instructions based upon the predominant cost of the project elements.

b) Explain how the project fits into this priority category

c) Explain how the project relates to the District's Waterways and the mission of the Florida Inland Navigation District.

2. Ownership of Project Site:

Own Leased Other

If leased or other, please describe lease or terms and conditions:

3. Has the District previously provided assistance funding to this project or site?

Yes No

4. If yes, please list the project name, number and funding amount received:

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.) if applicable?

6. How many additional ramps, slips, parking spaces or other access features will be added by this project, and what is the approximate number of registered vessels estimated to use the constructed project?

10. a) Construction

This question is to be answered only if this application is for a **Construction** project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

PERMITTING:

- Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not.
- Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.
- For Phase I design, permitting, and engineering projects, please provide a general cost estimate for the future Phase II construction work.

CONSTRUCTION TECHNIQUES:

- What is the design life of the project and proposed materials?
- What considerations, if any, have been made for storm surge and hurricane impacts in the design and life span of this project?

Construction Project: Maximum 200 Words (Address all bullet points above)

10. b) Environmental Education

This question is to be answered **only** if this application is for an **Environmental Education** project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

DILIGENCE:

- Who is the primary target audience or user group for the project and how were they identified?
- How have the needs of the target audience been evaluated and met?
- How many people will the program serve on an annual basis? What will be the measurable results?
- Describe the materials and project deliverables to be produced by this project.
- Describe the plan for dissemination of the materials produced through the project,

EXPERIENCE & QUALIFICATIONS:

- Please briefly describe the qualifications of the program administrator(s), including prior experience, and areas of expertise.
- What previous projects of this nature have been completed by the program manager?

PROJECT GOALS:

- What are the long-term goals of this project as it relates to the ICW?
- What is the expected duration/frequency of this program?

Environmental Education Project: Maximum 400 Words (Address all bullet points above)

10. c) Law Enforcement and Boating Safety Projects

This question is to be answered **only** if this application is for **Law Enforcement and Boating Safety** projects.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Describe how the project will enhance boating access, safety, or enforcement efforts on the waterway, and address the identified needs or benefits for public safety.

EXPERIENCE & QUALIFICATIONS:

- List the personnel tasked with the implementation of this project, their qualifications, previous training and experience.

DELIVERABLES:

- Describe the project deliverables and why this particular law enforcement vessel, equipment or facility improvements was selected or are necessary.

AREA OF COVERAGE

- What is the range or area of coverage for this project?

Law Enforcement and Boating Safety Project: Maximum 200 Words (Address all bullet points above)

10. d) Inlet or Public Navigation

This question is to be answered **only** if this application is for an **Inlet or Public Navigation** dredging project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Will the project inhibit sediment inflow into, or reduce the dredging frequency of the Intracoastal Waterway channel?
- How does the project directly benefit the Intracoastal Waterway channel?
- Identify any long-term sedimentation problems and briefly discuss any methods or activities that will address these issues.

PUBLIC ACCESS

- Describe in brief detail how the project will enhance public access to or from the Intracoastal Waterway? List the upstream publicly accessible facilities with improved access because of this project.

BENEFICIAL PROJECT ELEMENTS:

- Describe any economic benefits to be realized by implementing this project.

PROJECT MAINTENANCE:

- When was this area last dredged? What is the expected frequency of future dredging? Where will the dredged material be relocated to?

Inlet or Public Navigation Project: Maximum 200 Words (Address all bullet points above)

10. e) Beach Renourishment

This question is to be answered **only** if this application is for a **Beach Renourishment** project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Describe how the District and other navigation interests will benefit from the implementation of this project.

VIABILITY:

- Is the project site defined as critically eroded area by a statewide beach management plan?
- Cite the quantifiable rate of erosion in this area.
- Is the project an important component of an overall beach management effort?

PUBLIC BENEFITS:

- Are there quantifiable public benefits demonstrated by the project?
- Is there adequate public access to the project area? Please describe location and amount.

PROJECT FUNDING:

- Describe any assistance funding from other sources.
- Clarify the availability of long-term funding for this project.

Beach Renourishment Project: Maximum 200 Words (Address all bullet points above)

11. Disaster Relief

This question is to be answered **only** if this application is for repairs/construction of waterways facilities damaged by a declared natural disaster.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

STORM DAMAGE EVALUATION:

- List the State of Emergency declaration order or proclamation & the name and date of the storm/event. [Pursuant to State of emergency declared under Chapter 252, F.S.]
- Describe the extent of the damage that was caused due to the storm/event and any Construction/Resiliency Improvements planned for the project.
- What is the current status of your FEMA paperwork for the project?

PROJECT FUNDING:

- Describe the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair

Disaster Relief Project: Maximum 200 Words (Address all bullet points above)

ATTACHMENT E-3

Waterway Assistance Program FY2026

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	
Applicant:	

Project Elements <i>(Please list the MAJOR project elements and provide general costs for each one.)</i>	Total Estimated Cost	Applicant's Cost (To the nearest \$50)	FIND Cost (To the nearest \$50)

**TOTALS =			
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ATTACHMENT E-4
Waterways Assistance Program FY2026
PROJECT TIMELINE

Project Title:	
Applicant:	

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction. NOTE: All funded activities must begin AFTER October 1st or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses.

RESOLUTION NO. 26-12

ATTACHMENT E-5

RESOLUTION FOR ASSISTANCE 2026 UNDER THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE CITY OF PORT ORANGE_is interested in carrying out the following described project for the enjoyment of the citizenry of City of Port Orange, Volusia County and the State of Florida:

Project Title Riverwalk Day Dock Project Phase III

Total Estimated Cost \$ 810,260

Brief Description of Project: As part of the comprehensive Riverfront Park development, enhancement and public access, the City of Port Orange is seeking to build a Day (transient) Docking facility. The intent of this Day Dock facility is to provide recreational boaters access to the City's landward park amenities. The current intent is to develop a phased approach that will ultimately allow the City to accommodate up to 35-foot boat vessels. This application for Phase II will accommodate mooring of up to ten (10) vessels with a potential to add more slips as demand increases;

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the CITY OF PORT ORANGE that the project described above be authorized,

AND, be it further resolved that said City of Port Orange_make application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project in behalf of said City of Port Orange;

AND, be it further resolved by the City of Port Orange that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2

F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of Port Orange for public use.

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and
legally adopted by the City of Port Orange City Council at a legal meeting held on this
_____ day of _____ 20____.

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

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

ATTACHMENT E-6

ATTORNEYS CERTIFICATION OF TITLE 2026

(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE CITY ATTORNEY
CITY OF PORT ORANGE
1000 City Center Circle
Port Orange, Florida 32129

February 10, 2026

To WHOM IT MAY CONCERN:

I, Shannon K. Balmer, am the Senior Assistant City Attorney for the *City of Port Orange*, Florida. I hereby state that I have examined a copy of a deed for Parcel No. 6303-10-01-0020 from William Mack Ballard and Amelia J. Ballard, husband and wife, dated May 29, 1998, and recorded in Official Records Book 4311, page 1903, Public Records of Volusia County, Florida to the *City of Port Orange, a Florida municipal corporation*, conveying Fee simple interest in the following property:

See Exhibit "A", attached hereto and made a part hereof by reference.

I have also examined a document showing that this property is listed on the tax rolls as belonging to the *City of Port Orange, a Florida municipal corporation*. Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "Riverwalk Day Dock Project Phase III".

I Certify that the *City of Port Orange, a Florida municipal corporation* does in fact own this property for approximately 28 years.

Very truly yours,



Shannon K. Balmer

Senior Assistant City Attorney for City of Port Orange

EXHIBIT "A"

A part of Lot 2 Block 1, Henry P. Hand Subdivision, as per map recorded in Map Book 2, Page 185, Public Records of Volusia County, Florida, being more specifically described as follows: commencing at an intersection of the Northerly line of Lot 2, Block 1, Hand Subdivision and the East line of Ridgewood Avenue, thence Easterly along the Northerly line of said Lot 2 a distance of 110 feet; thence Southerly and parallel with the East line of said Ridgewood Avenue a distance of 90 feet; thence Westerly and parallel with the Northerly line of said Lot 2 a distance of 110 feet to the East line of said Ridgewood Avenue, thence Northerly along the East line of Ridgewood Avenue, thence Northerly along the East line of Ridgewood Avenue a distance of 90 feet to the place of beginning EXCEPT part now in 100 foot right of way of U.S. #1 Highway.

Lots 2, 3 and 4, Block 1, Hand Subdivision Port Orange, EXCEPT the Westerly 110 feet of the Northerly 90 feet of Lot 2, Block 1, lying Easterly of U.S. #1, as per map in Map Book 2, Page 185, Public Records of Volusia County, Florida; Together with riparian rights which may appertain to the above described premises, and a parcel of submerged land in the Halifax River in Section 3, Township 16 South, Range 33 East, lying Northeasterly of and abutting Lots 2, 3 and 4, Block 1, of H.P. Hand's Subdivision as recorded in Map Book 2, Page 185, Public Records of Volusia County, Florida, particularly described as follows: From the Point of Intersection of the North line of said Lot 2, Block 1, of H.P. Hand's Subdivision with the mean high water mark of the Halifax River, run Northeasterly along the extension of said North line 80 feet to the established bulkhead line along the Halifax River of the City of Port Orange; thence Southerly along said bulkhead line on a curve to the left, said curve having a central angle of 45 degrees and radius of 700 feet for an arc length of 340 feet to the Point of Intersection with the Northeasterly extension of the South line of said Lot 4, Block 1; thence Southwesterly along said extension 165 feet more or less to the mean high water mark of the Halifax River; thence Northwesterly along said mean high water mark 306 feet more or less to the Point of Beginning, EXCEPT that part conveyed by grantors (containing 0.083 acre more or less) for right of way purposes in the widening of U.S. Highway #1.

ATTACHMENT E-6

ATTORNEYS CERTIFICATION OF TITLE 2026

(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE CITY ATTORNEY
CITY OF PORT ORANGE
1000 City Center Circle
Port Orange, Florida 32129

February 10, 2026

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I, Shannon K. Balmer, am the Senior Assistant City Attorney for the *City of Port Orange*, Florida. I hereby state that I have examined copies of the following deeds that comprise Parcel No. 6303-10-01-0011:

Deed from Community Redevelopment Agency for Port Orange Town Center, a public body corporate and politic established pursuant to Section 163.356, Florida Statutes, dated December 27, 2021, and recorded in Official Records Book 8178, page 1893, Public Records of Volusia County, Florida to the *City of Port Orange, a Florida municipal corporation*, conveying Fee simple interest in the following property:

See Exhibit "A", Parcels 1 and 2, attached hereto and made a part hereof by reference.

Deed from John J. Gysbers and Marie P. Gysbers, dated October 24, 1990, 1993, and recorded in Official Records Book 3544, page 1588, Public Records of Volusia County, Florida to the *City of Port Orange, a Florida municipal corporation*, conveying Fee simple interest in the following property:

See Exhibit "A", Parcel 3, attached hereto and made a part hereof by reference

Deed from Andrew Russell Smith and William Dougherty Smith, dated August 4, 1992, and recorded in Official Records Book 3763, page 0499, Public Records of Volusia County, Florida to the *City of Port Orange, a Florida municipal corporation*, conveying Fee simple interest in the following property:

See Exhibit "A", Parcel 4, attached hereto and made a part hereof by reference.

Deed from Guy Thomas Peshek and Evelyn Lucy Peshek, dated November 3, 1965, and recorded in Official Records Book 748, page 264, Public Records of Volusia County, Florida to the *City of Port Orange, a Florida municipal corporation*, conveying Fee simple interest in the following property:

See Exhibit "A", Parcel 5, attached hereto and made a part hereof by reference.

Deed from Esther Gergely, dated September 30, 1993, and recorded in Official Records Book 3862, page 1947, Public Records of Volusia County, Florida to the *City of Port Orange, a Florida municipal corporation*, conveying Fee simple interest in the following property:

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See Exhibit "A", Parcel 7, attached hereto and made a part hereof by reference.

I have also examined a document showing that this property is listed on the tax rolls as belonging to the *City of Port Orange, a Florida municipal corporation*. Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "Riverwalk Day Dock Project Phase III".

I Certify that the *City of Port Orange, a Florida municipal corporation* does in fact own this property for approximately 33 years as to Parcels 6 and 7; 61 years as to Parcel 5; 31 years as to Parcel 4; 36 years as to Parcel 3; and 4 years as to Parcels 1 and 2.

Very truly yours,



Shannon K. Balmer

Senior Assistant City Attorney for City of Port Orange

EXHIBIT "A"

Parcel 1:

Lot 2, except part in street right-of-way, Mary Routh Smith Subdivision at Port Orange, Florida, according to the map or plat thereof as recorded in Plat Book 6, Page 53, Public Records of Volusia County, Florida, together with any and all riparian rights appertaining thereto; LESS AND EXCEPT the following described property: That portion of the Southerly 50 feet of Lot 2, as measured along the West line of said Lot 2 as lies Easterly of the Westerly 260 feet thereof, Mary Routh Smith Subdivision at Port Orange, according to the map or plat thereof as recorded in Plat Book 6, Page 53, Public Records of Volusia County, Florida.

Parcel 2:

The Southerly 50 feet of Lot 2 as measured along the West line of said Lot 2, excepting the Westerly 260 feet thereof, MARY ROUTH SMITH SUBDIVISION, as per map thereof recorded in Map Book 6, Page 53, of the Public Records of Volusia County, Florida. Together with riparian rights which may appertain the above captioned premises.

Together with a right-of-way or easement over the Southerly 18 feet of the Westerly 260 feet of said Lot 2, MARY ROUTH SMITH SUBDIVISION, as per map recorded in Map Book 6, Page, 53, of the Public Records of Volusia County, Florida. Said easement being for the purpose of egress and ingress to the above described property.

Parcel 3:

Lot One (1), MARY ROUTH SMITH SUBDIVISION, of Port Orange; as per map in Map Book 6, Page 53, of the Public Records of Volusia County, Florida, except that part deeded to the State of Florida for State Road # 5.

Parcel 4:

That 100' portion of land labeled "reserved" lying Easterly of Ridgewood Avenue (U.S. Highway #1), as shown on the Plat of CHARLES DOUGHERTY SUBDIVISION, of Record in Deed Book L, Page 595, Public Records of Volusia County, Florida, being further described as follows: Begin at the intersection of the North Line of Lot 1, Block 1, HENRY P. HAND SUBDIVISION, of Record in Map book 2, Page 185, Public Records of Volusia County, Florida, with the Easterly line of Ridgewood Avenue, a 100' street as now laid out; thence Easterly along the North line of said Lot 1, a distance of 540' more or less, to the shoreline of the Halifax River; thence Northerly along said shoreline a distance of 100' more or less to the Southerly line of the Dougherty Canal; thence Westerly along said line a distance of 540' more or less to the Easterly line of Ridgewood Avenue; thence Southerly along said Easterly line of Ridgewood Avenue, a distance of 100.95' to the point of beginning.

Parcel 5:

The Northerly one-half (1/2) of Lot One (1), in Block One (1) of Plat of Subdivision of the HENRY P. HAND Property, according to map or plat thereof as recorded in Plat Book Two (2), Page One Hundred Eighty-five (185), of the Public Records of Volusia County, Florida.

Parcel 6:

The South One-Half (1/2) of Lot One (1), Block One (1), HAND SUBDIVISION, PORT ORANGE, as per map in Map Book 2, Page 185, of the Public Records of Volusia County, Florida, and riparian rights.

Parcel 7:

A parcel of submerged land in the Halifax River in Section 3, Township 16 South, Range 33 East, Volusia County, Florida, lying Easterly of and abutting the South 1/2 of Lot 1, Block 1, HAND SUBDIVISION, PORT ORANGE, according to the plat thereof as recorded in Map Book 2, Page 185, Public Records of Volusia County, Florida, more particularly described as follows: From the Northwest corner of said Section 3, run thence East along the North line of said Section 3, for a distance of 1400 feet, more or less, to a point in the established Bulkhead Line in the Halifax River of Port Orange; thence run South 25 degrees 10 minutes East, along said Bulkhead Line, for a distance of 481.5 feet, more or less, to a point in the North line of the South 1/2 of said Lot 1, extended Easterly to the said Bulkhead Line, said point being the Point of Beginning; thence continue South 25 degrees 10 minutes East, along said Bulkhead Line, 48.5 feet, more or less, to a point in the Southerly line of said Southerly 1/2 of Lot 1 extended Easterly; thence South 75 degrees 05 minutes West, along said line 30 feet, more or less, to the Southeast corner of said Lot 1; thence North 23 degrees 24 minutes West, along the East line of said Lot 1, 48.5 feet to a point in the Northerly line of the South 1/2 of said Lot 1; thence North 75 degrees 05 minutes East, 78 feet, more or less, to the Point of Beginning. SUBJECT TO reservations set forth in Deed recorded in Official Records Book 430, Page 254, Public Records of Volusia County, Florida.

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CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/17/2026

SUBJECT: (B9) Resolution No. 26-13 - Drainage Easement Vacation at 453 Leslie Drive

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure
3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 26-13, subject to receipt of a replacement easement in recordable form as recommended by staff.

SUMMARY: Community Development Staff has reviewed an administrative application to vacate an existing 10-foot-wide drainage easement and establish a new 10-foot-wide drainage easement on the subject property located at 453 Leslie Drive, consisting of Lots 30 and 31 in the Spruce Creek Village Subdivision. The platted 10-foot-wide drainage easement currently runs through the middle of the subject property.

The request is associated with a Volusia County Transform 386 project, which includes demolition of the existing home damaged during Hurricane Ian and installation of a new manufactured home. During the review of the building permit application for the replacement home, it was discovered that the existing home, originally permitted in 1995, was constructed over the platted 10-foot-wide drainage easement, and that the home has remained in that location for more than 30 years. Due to the configuration of the subject property, the replacement home is proposed in the same general location as the existing residence. However, the building permit cannot be approved because the proposed home would again encroach on the platted drainage easement.

If the easement vacation is approved, the existing residence will be demolished, and the 18-inch corrugated metal stormwater drainage pipe (CMP) currently located within the existing 10-foot-wide easement will be removed. A new 18-inch-high-density polyethylene (HDPE) stormwater drainage pipe will be installed along the north side of the subject property; a new 10-foot-wide drainage easement will be recorded over the relocated pipe to ensure continued public access and long-term maintenance; and the replacement home will be installed.

Community Development, City Engineering, and Public Works staff have reviewed the proposed easement vacation and associated drainage plans, including removal of the existing CMP stormwater pipe located near the center of the property and installation of a new HDPE pipe along the northern property line. All reviewing departments have determined that the proposed relocation will maintain required drainage capacity and

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Resolution No. 26-13 w exhibit	Resolution No. 26-13 w exhibit.pdf
2.	20251118-SURVEY	20251118-SURVEY.pdf
3.	Spruce Creek Village Plat	Spruce Creek Village Plat.pdf
4.	Easement Vacation Application 453 Leslie Dr REV	Easement Vacation Application 453 Leslie Dr REV.pdf

Lisa Epstein
Tim Burman
Shannon Balmer
Wayne Clark

Created/Initiated - 01/22/2026
Approved - 01/29/2026
Approved - 02/10/2026
Final Approval - 02/10/2026

RESOLUTION NO. 26-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, VACATING A DRAINAGE EASEMENT LOCATED AT 453 LESLIE DRIVE ON LOTS 30 AND 31 OF THE SPRUCE CREEK VILLAGE SUBDIVISION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Right Now Corporation, is the record owner of Lots 30 and 31, of Spruce Creek Village Subdivision, according to the Certificate of Title recorded in Official Records Book 1871, Page 0464, Public Records of Volusia County, Florida, and have applied for the vacation of a 10-foot wide drainage easement consisting of the southerly five feet along the southern boundary line of Lot 30 and the northerly five feet along the northern boundary line of Lot 31, said boundary line being a shared boundary between Lots 30 and 31 located at 453 Leslie Drive, in connection with the demolition of the existing residence and installation of a new manufactured home; and

WHEREAS, the applicant has complied with the requirements of Section 177.101(4), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has the power and authority to vacate publicly dedicated easements within the City limits under constitutional home rule powers and Chapters 166 and 177, Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has determined that the public's interest in the easement to be vacated is not required in its present location, and that it is in the best interest and welfare of the City of Port Orange and the citizens thereof to vacate and abandon that portion of the drainage easement as more particularly described on the attached **Exhibit "A."**

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

Section 1. The interest of the public in the portion of the drainage and easement depicted and described on the attached Exhibit "A," is hereby declared to be vacated and abandoned, and any right, title and interest of the public in and to the attached easement hereby vacated are renounced and disclaimed. All other easements located within Lots 30 and 31 of Spruce Creek Village Subdivision, not previously vacated, shall remain in full force and effect.

Section 2. By accepting this vacation of the drainage easement, the Property Owner accepts full and sole responsibility for any damage to any private improvements placed or constructed within the vacated area.

Section 3. This resolution shall become effective immediately upon recording of a certified copy of this resolution in the Public Records of Volusia County, Florida.

MAYOR SCOTT STILTNER

ATTEST

Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____, 2026

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

DESCRIPTION OF

PARTIAL VACATION OF 10' DRAINAGE EASEMENT

LOTS 30 & 31, SPRUCE CREEK VILLAGE SUBDIVISION

OF LOTS 5 AND 6, ASSESSOR'S SUBDIVISION OF THE W. 1/2, OF THE SW. 1/4, OF SECTION 15, TOWNSHIP 16S, RANGE 33E, BOOK 33, PAGE 36, MAP RECORDS OF VOLUSIA COUNTY, FLORIDA

AREA ABOVE RESERVED FOR RECORDING INFORMATION

DESCRIPTION

BEING ALONG THE COMMON LINE OF LOTS 30 AND 31, OF SPRUCE CREEK VILLAGE SUBDIVISION OF LOTS 5 AND 6, ASSESSOR'S SUBDIVISION OF THE WEST 1/2, OF THE SOUTHWEST 1/4, OF SECTION 15, TOWNSHIP 16S, AND RANGE 33E, RECORDED IN BOOK 33, PAGE 36, MAP RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING THE SAME PROPERTY CONVEYED RIGHT NOW CORP, RECORDED IN BOOK 8772, PAGE 2232 OF THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA ALSO DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

COMMENCING AT A 5/8" IRON ROD SET WITH A PLASTIC CAP LABELED "COBALT ENGINEERING FIRM# LB8499" IN THE NORTHEAST RIGHT-OF-WAY LINE OF LESLIE DRIVE (50' R.O.W., PER BOOK # 33, PG. 36, M.R.V.C.) AT THE COMMON CORNER OF LOTS 29 AND 30 OF SAID SUBDIVISION;

THENCE SOUTH 23° 47' 38" EAST (PLATTED AS S 24° 15' 41" EAST), A DISTANCE OF 45.00 FEET ALONG THE NORTHEAST R.O.W. LINE OF LESLIE DRIVE TO A POINT FOR THE NORTHWEST CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT;

THENCE NORTH 66° 12' 22" EAST, A DISTANCE OF 100.00 FEET NORTH OF AND PARALLEL TO THE COMMON LINE OF LOTS 30 AND 31 TO A POINT IN THE SOUTHWEST LINE OF A RECREATION AREA PER PLAT FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE SOUTH 23° 47' 38" EAST (PLATTED AS SOUTH 24° 15' 41" EAST), A DISTANCE OF 5.00 FEET ALONG THE NORTHEAST LINE OF LOT 30 TO A 5/8" IRON ROD SET WITH A PLASTIC CAP LABELED "COBALT ENGINEERING FIRM# LB8499" AT THE COMMON CORNER OF LOTS 30 AND 31 FOR AN ANGLE POINT OF THE HEREIN DESCRIBED EASEMENT;

THENCE SOUTH 21° 23' 09" EAST (PLATTED AS SOUTH 21° 51' 12" EAST), A DISTANCE OF 5.00 FEET ALONG THE NORTHEAST LINE OF LOT 31 TO A POINT FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE SOUTH 66° 12' 22" WEST, A DISTANCE OF 100.00 FEET SOUTH OF THE COMMON LINE OF LOTS 30 AND 31 TO A POINT IN THE NORTHEAST R.O.W. LINE OF LESLIE DRIVE FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 004° 46' 49", A RADIUS OF 60.00 FEET (CHORD BEARING NORTH 21° 24' 47" WEST - 5.00 FEET) AND AN ARC LENGTH OF 5.01 FEET TO A 5/8" IRON ROD SET WITH A PLASTIC CAP LABELED "COBALT ENGINEERING FIRM# LB8499" AT THE COMMON CORNER OF LOTS 30 AND 31 AND THE POINT OF TANGENCY OF THE HEREIN DESCRIBED EASEMENT;

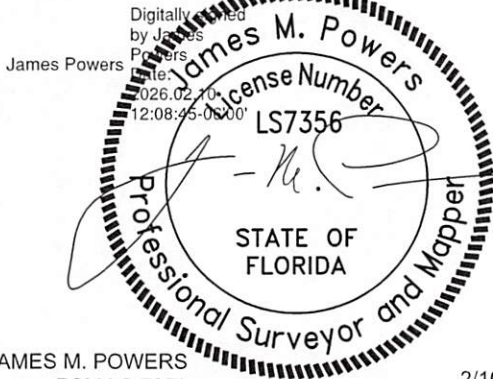
THENCE NORTH 23° 47' 38" WEST, A DISTANCE OF 5.00 FEET ALONG THE NORTHEAST R.O.W. LINE OF LESLIE DRIVE TO THE **POINT OF BEGINNING** AND CONTAINING 999.82 SQUARE FEET (APPROXIMATELY 0.023 OF AN ACRE).

PROPERTY LOCATED AT: 453 LESLIE DRIVE
PORT ORANGE, FL 32127
PARCEL ID: 631509000300

JOB# 25-0204-16
DRAWN BY FJS

REVISED: _____

THIS SURVEY HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY: JAMES M. POWERS, PSM ON THE DATE ADJACENT TO THE STAMP UNDER THE RULES AND PROVISIONS SET FORTH UNDER CHAPTER 5J-17 AND 472 FLORIDA ADMINISTRATIVE CODE.



JAMES M. POWERS
PSM LS 7356
STATE OF FLORIDA

2/10/26
DATE

I HEREBY CERTIFY THAT THE ATTACHED "EASEMENT" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027.

SURVEYOR'S NOTES

1. EXAMINATION OF THE ABSTRACT OF THE TITLE WILL HAVE TO BE MADE TO DETERMINE RECORD INSTRUMENTS IF ANY, AFFECTING THE PROPERTY. NO SEARCH OF PUBLIC RECORDS HAS BEEN MADE (BY THIS OFFICE) FOR ACCURACY AND OR OMISSIONS.
2. THIS CERTIFICATION IS ONLY FOR THE EASEMENT AS DESCRIBED, IT IS **NOT** A CERTIFICATION OF TITLE, ZONING, OR FREEDOM FROM ENCUMBRANCES, "TITLE" ABSTRACT NOT REVIEWED.
3. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR & MAPPERS PER F.S. 472.025 OR THE CERTIFIED ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR & MAPPERS PER F.A.C. 5J-17.062(2) AND 5J17.062(3). PROFESSIONAL
4. DIMENSIONS, BEARINGS OR ANGLES INDICATED HEREIN ARE MEASURED AND ARE THE SAME AS PLAT PER MAP BOOK 33, PAGE 36, UNLESS OTHERWISE INDICATED.
5. THIS DOCUMENT CONSIST OF 2 PAGES AND IS NOT COMPLETE WITHOUT BOTH.

THIS IS NOT A SURVEY

SHEET 1 OF 2 - NOT FULL OR COMPLETE WITH OUT ALL SHEETS
SEE SHEET 2 OF 2 FOR SKETCH



COBALT
ENGINEERING AND INSPECTIONS, LLC

FBPE REG. #: 35043 / FBPLS REG. #: LB8499

12005 DELANY ROAD LA MARQUE, TEXAS 77568 409-354-5925

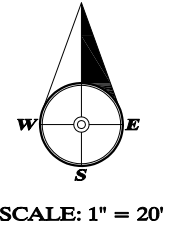
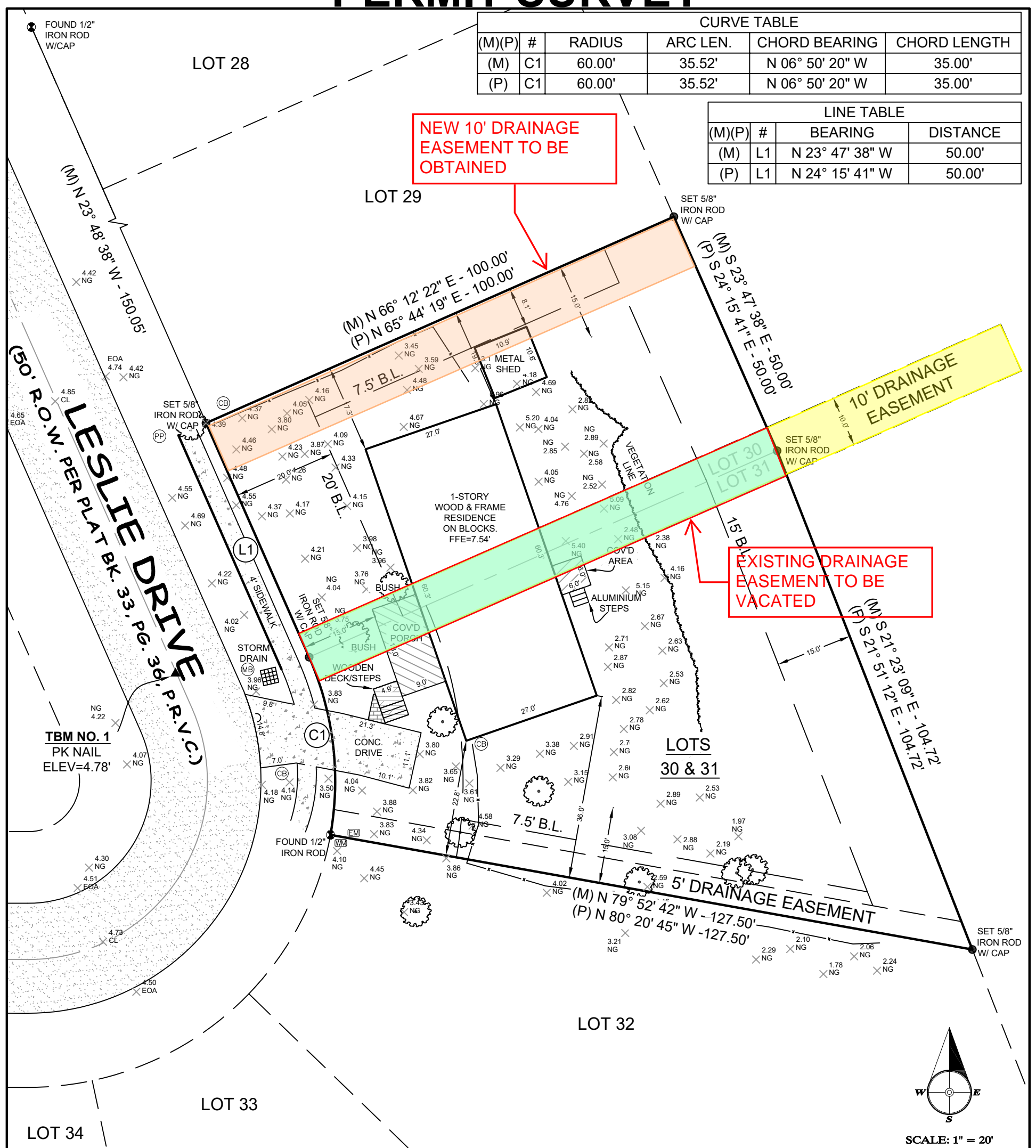
PERMIT SURVEY

CURVE TABLE					
(M)(P)	#	RADIUS	ARC LEN.	CHORD BEARING	CHORD LENGTH
(M)	C1	60.00'	35.52'	N 06° 50' 20" W	35.00'
(P)	C1	60.00'	35.52'	N 06° 50' 20" W	35.00'

LINE TABLE			
(M)(P)	#	BEARING	DISTANCE
(M)	L1	N 23° 47' 38" W	50.00'
(P)	L1	N 24° 15' 41" W	50.00'

NEW 10' DRAINAGE EASEMENT TO BE OBTAINED

EXISTING DRAINAGE EASEMENT TO BE VACATED

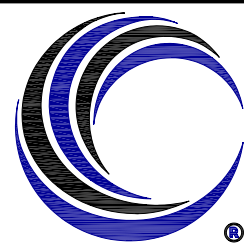


LEGAL DESCRIPTION:

LOTS 30 & 31, OF THE SPRUCE CREEK VILLAGE SUBDIVISION, IN PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 33, PAGE 36, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PREPARED EXCLUSIVELY FOR: **TIMBERLINE CONSTRUCTION GROUP**
 PROPERTY LOCATED AT: **453 LESLIE DR.**
 PROGRAM PROJECT NUMBER:

JOB# 25-0204-16
 DRAWN BY AMG
 REVISED BY BTL



COBALT
 ENGINEERING AND INSPECTIONS, LLC
 FBPE REG. #: 35043 / FBPLS REG. #: LB8499

12005 DELANY ROAD • LA MARQUE, TEXAS 77568 • 409-354-5925

LEGEND

AE = AERIAL EASEMENT	F.F.E. = FINISH FLOOR ELEVATION	PVC = POLYVINYL CHLORIDE PIPE	LP = LIGHT POLE(LP)	TP = TRAFFIC SIGNAL POLE(TSP)
A/C = AIR CONDITIONER	(M) = MEASURED	R = RADIUS OR RECORD OR RANGE	WW = WATER WELL(WW)	CB = COMMUNICATIONS BOX(CB)
BLDG. = BUILDING	MH = MANHOLE	RCP = REINFORCED CONCRETE PIPE	CO = CLEAN OUT(CO)	MB = MAIL BOX(MB)
CB = CATCH BASIN	MON. = MONUMENT	R.P.L.S. = REGISTERED PROFESSIONAL LAND SURVEYOR	PP = POWER POLE(PP)	FH = FIRE HYDRANT(FH)
CHBR = CHORD BEARING	N = NORTH	R.O.W. = RIGHT OF WAY	UP = UTILITY POLE(UP)	SD = SATELLITE DISH(SD)
C & G = CURB AND GUTTER	NG = NATURAL GROUND	SEC = SECTION		
CL = CENTERLINE	NO = NUMBER	SS.S.E. = SANITARY SEWER EASEMENT		
CLF = CHAIN LINK FENCE	N & D = NAIL AND DISK	SS = SANITARY SEWER		
CMP = CORRUGATED METAL PIPE	NO.ID. = NO IDENTIFICATION NUMBER	S.F. = SQUARE FEET		
C.N.F. = CONTROL NOT FOUND	N.T.S. = NOT TO SCALE	T = TANGENT OR TOWNSHIP		
CONC. = CONCRETE	ORB = OFFICIAL RECORDS BOOK	T.B.S. = TEMPORARY BENCHMARK		
CNC = CONCRETE POST	MINUTE OR FEET	U.E. = UTILITY EASEMENT		
CPP = CORRUGATED PLASTIC PIPE	SECOND OR INCH	W = WEST		
(D) = DEED	(P) = PLAT	W/ = WITH		
D.E. = DRAINAGE EASEMENT	PAV = PAVEMENT	WF = WOOD FENCE		
Δ = DEGREE	PLB = PLAT BOOK	W.L.E. = WATER LINE EASEMENT		
Δ = DELTA	PCC = POINT OF COMPOUND CURVE	W/ = MORE OR LESS		
E = EAST	PC = POINT OF CURVATURE	FOUND MONUMENT		
ELEV. = ELEVATION	PG = PAGE	▲ T.B.M. = TO BE SET		
ENC = ENCROACHMENT	PLS = PROFESSIONAL LAND SURVEY	U.E. = UTILITY EASEMENT		
EP = EDGE OF PAVEMENT	PLS.S. = PUBLIC LAND SURVEY SYSTEM	W/ = WITH		
ESMT = EASEMENT	PI = POINT OF INTERSECTION	WF = WOOD FENCE		
	POB = POINT OF BEGINNING	W.L.E. = WATER LINE EASEMENT		
	POC = POINT OF COMMENCEMENT	W/ = MORE OR LESS		
	PT = POINT OF TERMINATION	FOUND MONUMENT		
	PRC = POINT OF REVERSE CURVE	▲ T.B.M. = TO BE SET		
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SPRUCE CREEK VILLAGE SUBDIVISION

Port Orange, Volusia County, Florida
 A Subdivision of Lots 5 and 6, Assessor's Subdivision of West 1/2 of Southwest 1/4, Section 15, Township 16 South, Range 33 East, According to Map filed in Map Book 3, Page 82, of the Public Records of Volusia County, Florida

STAPP & UPHAM, INC.,
 Registered Engineers & Surveyors
 Daytona Beach, Florida
 January, 1974

STATE OF FLORIDA, S.S.
 COUNTY OF VOLUSIA, S.S.
 We, Michel Huygman, as President of Spruce Creek Village, Inc., a Florida Corporation, and Murray Greene, as Trustee, do hereby certify that we are the owner and mortgagee, respectively, of the following described property:
 Lots 5 and 6, Assessor's Subdivision of West 1/2 of Southwest 1/4, Section 15, Township 16 South, Range 33 East, According to Map filed in Map Book 3, Page 82, of the Public Records of Volusia County, Florida.

It is further certified that Spruce Creek Village, Inc. has caused the above described property to be platted as Spruce Creek Village Subdivision, and it does hereby dedicate the streets and also an area for recreation, as shown on the accompanying plat, for use by the general public.

Signed, Sealed and Delivered
 in the presence of us:

Michel Huygman
 As to President
Murray Greene
 As to Trustee
 Witnesses
Michael Huygman, President
Murray Greene, Trustee
 Spruce Creek Village, Inc.,
 Registered Engineers & Surveyors
 Daytona Beach, Florida

STATE OF FLORIDA S.S.
 COUNTY OF DADE S.S.

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Michel Huygman as President of Spruce Creek Village, Inc., a Florida Corporation, to me known to be the individual and officer of said Corporation described above, and executed the foregoing and duly acknowledged before me that said Corporation executed the same for the purposes expressed as the act and deed of said Corporation.

Witness my hand and official seal in the State and County last aforesaid this 14 day of January, 1974.
 My commission expires March 11, 1977
Francis D. Hoffman
 Notary Public
 State of Florida

Approved and accepted by the City of Port Orange, Florida, Date April 1974
Steve C. Shook
 City Engineer
Richard W. Townsend
 City Manager
 Chairman Planning Commission
 Filed for record by the office of the Clerk of the Circuit Court of Volusia County, Florida.

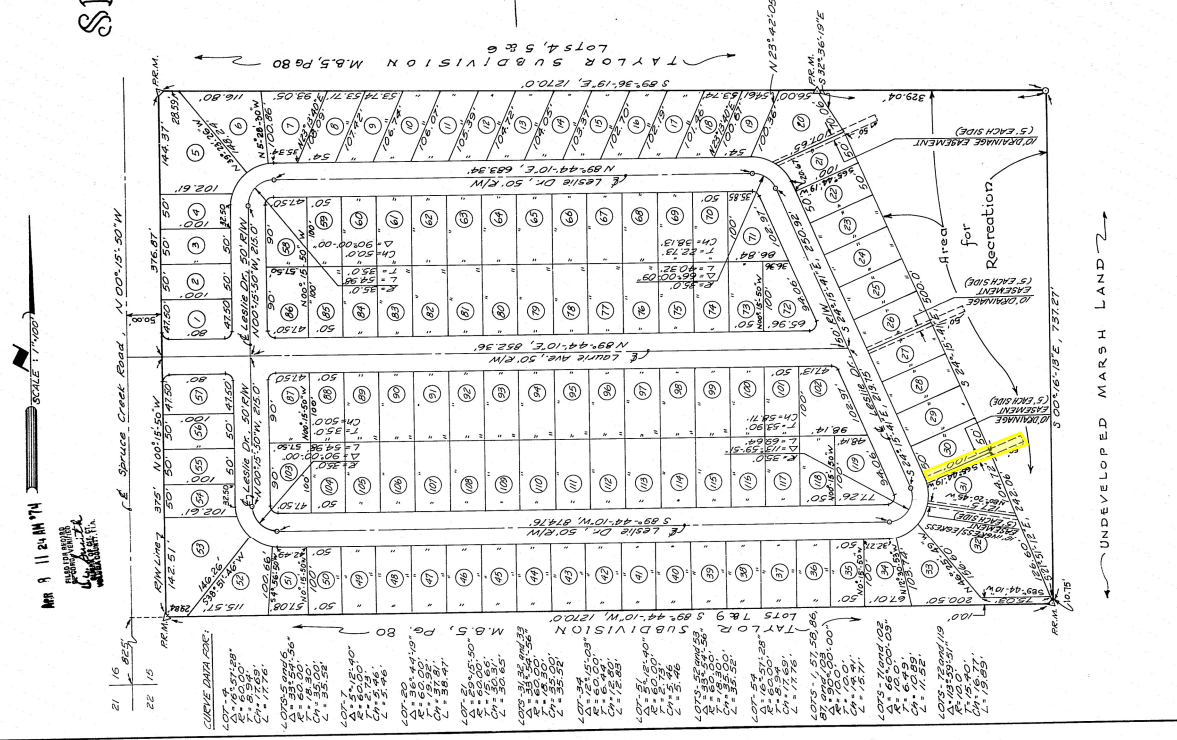
Date _____ Authorized Representative _____

SURVEYOR'S CERTIFICATE

I hereby certify that the foregoing plat is a true and correct representation of the land surveyed and that this survey was prepared under my responsible supervision and that the survey data complies with all requirements of chapters Florida Statutes, and that permanent reference monuments have been placed as required by the survey laws of the State of Florida.

of the mortgagee
 Registered Surveyor # 2231
F. C. McMichael
 I hereby certify that on this day before me, any of Spruce Creek Village, Inc., a Florida Corporation, to me known to be the individual described above, and executed the foregoing as mortgagee for the purposes expressed.
 Witness my hand and official seal in the State and County last aforesaid this 7 day of February, 1974

My commission expires _____
 Notary Public
 State of New Jersey



1" = 100' GRAPHIC SCALE
 P.R.M. Δ Permanent Reference Monument

UNDEVELOPED MARSH LAND



CITY OF PORT ORANGE

Department of Community Development
Engineering Division

CASE NO.
EV-25-0005
DATE APPLICATION RECEIVED
JAN 22 2026

1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 PHONE: (386) 506-5600 FAX: (386) 506-5699
www.port-orange.org

EASEMENT VACATION APPLICATION

Applicant: RONALD FREDERICK, RIGHT NOW CORPORATION, PRESIDENT

Address: 560 S BEACH ST, ORMOND BEACH, FL 32174

Phone: 386-334-8997 Fax: _____ Email: ron9270@gmail.com

Property Owner(s): RIGHT NOW CORPORATION

Address: PO BOX 731074, ORMOND BEACH, FL 32173

Phone: 386-334-8997 Fax: _____ Email: _____

Subject Property Address: 453 LESLIE DR, PORT ORANGE, FLORIDA 32127

Subdivision Name: SPRUCE CREEK VILLAGE

Lot Number: 30 & 31 Parcel No.: 631509000300

(Provide a separate attachment for additional properties if necessary)

Legal Description of the proposed easement vacation area *(provide a separate attachment if necessary)*:

LOTS 30 & 31 SPRUCE CREEK VILLAGE SUB MB 33 PG 36

Purpose for the proposed easement vacation: STORMWATER PIPE REMOVED & DRAINAGE
EASEMENT IS NO LONGER BEING USED

REQUIRED ATTACHMENTS

1. A current, original, sealed property survey showing all structures, easements, and the proposed easement vacation area
2. A copy of the recorded deed for the property
3. A property tax payment certification or a copy of the total property tax payment receipt
4. The application processing and recording fee payment of \$250.00
5. The completed original application form (notarized signatures required on Page 2)

Applicant Signature: _____ Date: _____

Printed Name : City of Port Orange

I HEREBY GRANT AUTHORIZATION FOR THE ABOVE LISTED APPLICANT TO ACT ON MY BEHALF:

Property Owner Signature: [Signature] Date: 1/22/2026

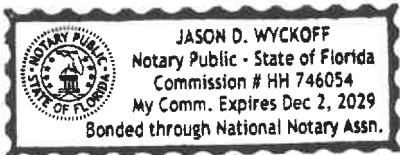
Printed Name: Ronald Frederick Date: 1/22/2026

Property Owner Signature: _____ Date: _____

Printed Name: _____ Date: _____

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 22 day of JANUARY, 20 26 by RONALD FREDERICK, who [] is personally known to me or [] who has produced DL as identification.



Notary Public, State of Florida
Printed Name, Commission, & Term Expiration Date:



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/17/2026

SUBJECT: (B10) Approval of the Historic Live Oak Tree Removal for the City Center Sports Complex Soccer Fields Expansion and Mitigation Plan

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the tree removal permit for a 37-inch Live Oak Tree and mitigation payment of \$4,355 into the tree bank.

SUMMARY: Parks and Recreation Department Staff is requesting approval to remove a 37-inch diameter-at-breast-height (DBH) historic Live Oak tree. The tree is located north of the Recreation, Education, and Culture (REC) Center on property recently acquired by the City to expand the City Center Sports Complex. The expansion includes the construction of two additional soccer fields, a restroom building, and additional parking.

Pursuant to the Land Development Code (LDC), removal of a non-residential historic tree requires City Council approval, including approval of the associated mitigation plan. Mitigation for the removal of a historic tree is per the City's current tree mitigation resolution adopted by City Council (Resolution No. 20-46). Mitigation may consist of planting replacement trees on the subject property, a contribution to the City's Tree Mitigation Bank, or a combination of both, provided the mitigation equals or exceeds 15 percent of the total cross-sectional area of the removed historic tree, as established by Resolution No. 20-46.

One of the park expansion projects identified in the 2024 Parks and Recreation Bond is the construction of two new full-sized soccer fields at the City Center Sports Complex to support youth and adult soccer leagues, practices, and tournament play. In late 2025, the City acquired additional property behind Silver Sands Middle School from the Volusia County School Board to facilitate the development of additional soccer fields, along with associated parking and drainage improvements. During the site design process, it was determined that an existing 37-inch diameter Live Oak tree would need to be removed to accommodate the layout for two new soccer fields.

According to Staff, participation in youth and adult soccer programs has increased significantly. This growth has resulted in scheduling limitations, reduced field availability, and the need to cap program participation. The addition of two new soccer fields is necessary to meet current and projected demand. The proposed location was selected because it is adjacent to the existing City Center Sports Complex and other Parks and Recreation facilities, allowing for centralized recreational amenities, maintenance

operations, and staffing resources. This centralized approach will enhance service delivery to residents and reduce operational costs for the City.

The City's Land Manager, Roger Burda, has confirmed that the 37-inch diameter Live Oak tree is healthy. According to Zev Cohen & Associates, the design engineer for the soccer field expansion project, due to the size and configuration of the park expansion area, only one full-sized soccer field could be developed if the Live Oak tree remains. Zev Cohen & Associates and City staff evaluated multiple layout alternatives to accommodate two soccer fields while retaining the tree; however, site constraints would limit development to a single field if the tree was preserved.

Zev Cohen & Associates further noted that if the tree remains and only one soccer field is constructed, the tree's location would adversely affect field grading, and shading would result in uneven sunlight and moisture conditions, reducing the long-term viability of the sod.

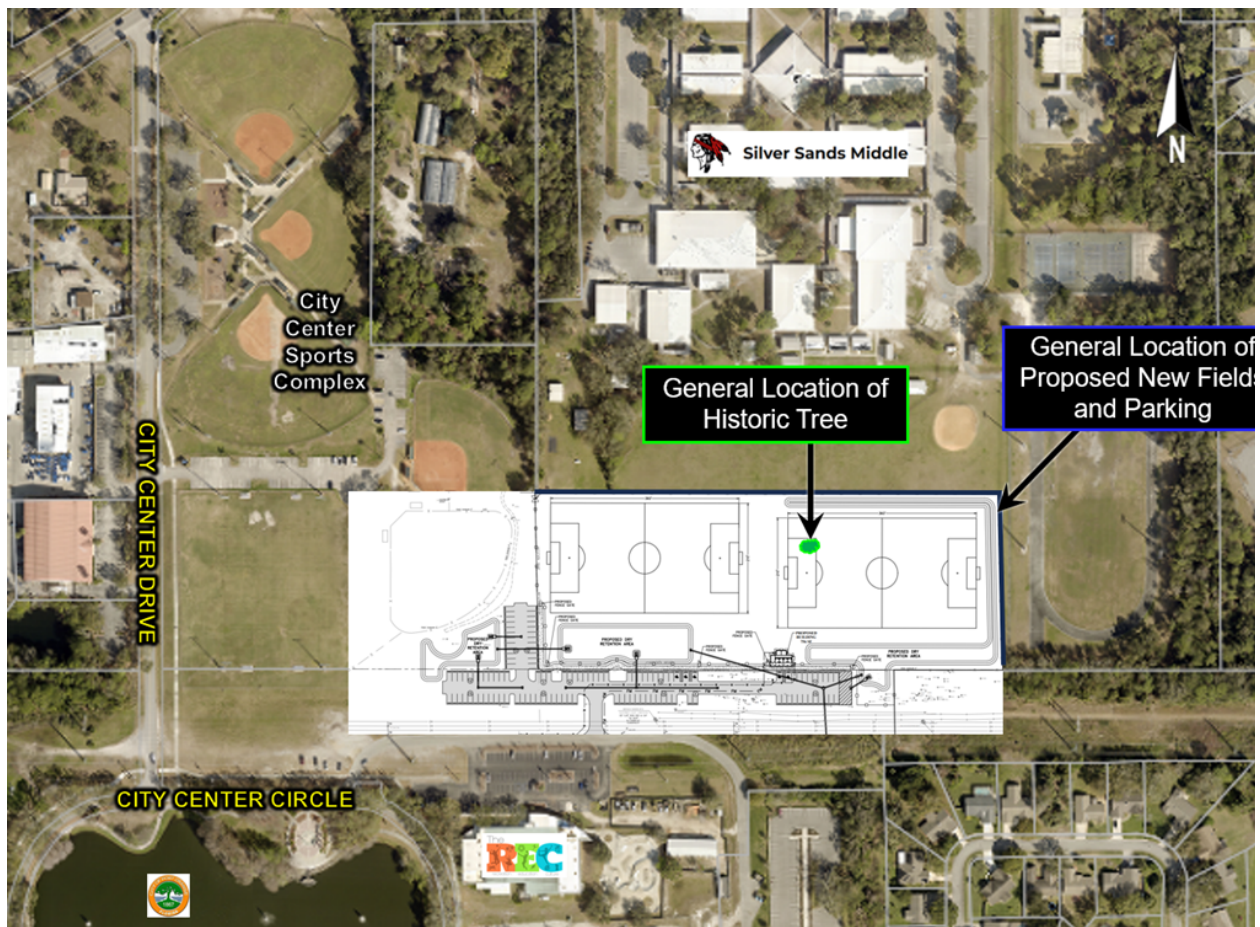


Figure 1. Map and Plan Showing the Location of the Historic Tree

Removal of the 37-inch-diameter Live Oak tree is necessary to allow construction of two new soccer fields within the City Center Sports Complex expansion area. These fields are needed to accommodate current and future growth in the City's soccer programs. Locating the fields adjacent to existing Parks and Recreation facilities will centralize staff and resources, enhance service to residents, reduce operational costs, and maximize the use of property already owned by the City of Port Orange. In addition to

the 37-inch diameter Live Oak tree, several specimen trees are located on the site. The proposed site plan has been designed to retain as many existing trees as possible, provided they do not negatively impact field grading or the long-term viability of the sod.

Mitigation options for removal of the 37-inch diameter Live Oak tree include:

- a. Payment of \$4,355 into the City's Tree Mitigation Bank (37-inch DBH at 15 percent cross-sectional area = $161.28 \times \$27.00$); or
- b. Planting ten (10) replacement trees on the subject property. Replacement trees must be 4.5-inch caliper, measuring 12 inches above grade, and a minimum of 14 feet in height; or
- c. A combination of payment into the Tree Mitigation Bank and replacement trees.

The design of the soccer fields, restroom building, and additional parking has been efficiently configured within the available land to accommodate the required facilities while preserving as many existing trees as possible in locations that will not create future maintenance issues for the fields. Based on the site plan prepared by Zev Cohen & Associates, space within the expansion area is limited for planting mitigation trees in locations that would not adversely impact field operations. Therefore, payment into the Tree Mitigation Bank is the preferred mitigation option.

PRESENTER: Tim Burman, Penelope Cruz

ATTACHMENTS:

Penelope Cruz	Created/Initiated - 01/29/2026
Tim Burman	Approved - 01/29/2026
Susan Lovallo	Approved - 02/02/2026
Shannon Balmer	Approved - 02/05/2026
Wayne Clark	Final Approval - 02/06/2026



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/17/2026

SUBJECT: (B11) Approval to submit the proposed project list for the Volusia-Flagler TPO 2026 Program Priority List

DEPARTMENT: Community Development

GOAL: 1 - Public Safety
2 - Infrastructure
3 - Quality of Life

RECOMMENDED MOTION: Move to authorize staff to submit applications for the 2026 Priority Project ranking process for transportation and pedestrian improvements to the Volusia Flagler Transportation Planning Organization (TPO) and to withdraw the three projects listed from the TPO Priority Project List.

SUMMARY: Each year, the Volusia-Flagler Transportation Planning Organization (TPO) issues a call to local governments to submit transportation projects, such as turn lanes, sidewalks, trails, street lighting, traffic signals, and other improvements for consideration for funding eligibility. If selected by the TPO and approved by the city for funding, these projects generally require a 10% local government match. The transportation projects submitted through this process are intended to enhance the City's existing roadway, pedestrian, and bicycle networks.

Projects previously completed or currently under construction under this program include: Spruce Creek Road and Dunlawton Avenue intersection improvements; Taylor Road and Devon Street traffic signal; Dunlawton Avenue right-turn lane at Village Trail; Herbert Street sidewalk; Herbert Street right-turn lane at Clyde Morris Boulevard; Spruce Creek Road trail south of Taylor Road; McDonald Road sidewalk; Victoria Gardens Boulevard sidewalk; Dunlawton Avenue street lighting between Ridgewood Avenue and Spruce Creek Road; North Spruce Creek Road sidewalk; Willow Run Boulevard sidewalk from Harms Way to Clyde Morris Boulevard; Williamson Boulevard and Willow Run Boulevard sidewalk from Chardonnay Drive to south of the Town Park Subdivision; and other sidewalk gap projects throughout Port Orange.

Submission of an application to the TPO is the first step for projects to be considered for inclusion in the TPO's Transportation Improvement Program (TIP) and for eligibility to receive funding for design and construction. Community Development staff requests City Council approval to submit the following projects for consideration for placement on the TPO's 2026 Project Priority List. This action does not obligate the City to fund the projects; it only authorizes their inclusion for consideration on the TPO Priority Project List.

If these projects are selected and the City elects to fund them, a minimum 10% local government match will be required. The City will initially fund the projects and then be reimbursed. It is anticipated that the 301 Capital Projects Fund or the 312 Transportation Impact Fee Fund will serve as the initial funding sources for these projects.

Staff is proposing to submit the following requests for funding, either for a feasibility study or for design and construction if a feasibility study has already been completed.

1. Pedestrian and Bicycle Railroad Crossing Improvements: Request for a feasibility study to evaluate pedestrian and bicycle improvements at unimproved railroad crossings located at Charles Street, Herbert Street, Commonwealth Boulevard, and Nova Road. The purpose of the project is to assess potential improvements at unimproved railroad crossings to provide safe, ADA-compliant pedestrian and bicycle accommodations where infrastructure for non-vehicular users is currently lacking. The proposed improvements would enhance safety and close gaps in the City's sidewalk network, including the installation of ADA-compliant sidewalks.

2. Jackson Street Sidewalk from Madeline Avenue to Canal View Boulevard: Request for a feasibility study to evaluate the construction of a sidewalk along the east side of Jackson Street from Madeline Avenue to Canal View Boulevard, including the replacement of the Halifax Canal bridge on Jackson Street to include a sidewalk. The proposed improvements are intended to improve pedestrian safety and access and to provide a safer walking route for school children going to and from school bus stops and residences along Jackson Street. With completion of the City's sidewalk project anticipated in late-Spring 2026 along Jackson Street from Canal View Boulevard to Oak Street, this project would extend the sidewalk network and improve overall pedestrian connectivity within the area. Completion of this project may require realignment of portions of Jackson Street and removal of some existing trees, particularly those located within the roadway. The project also includes constructing a short sidewalk segment along Herbert Street to close an existing gap and connect to the existing sidewalk network, and installing ADA-compliant sidewalks, crosswalk approaches, accessible pedestrian signals, and detection systems at all intersections.

3. Nova Road and Eagle Lake Trail Intersection Improvements: Request for design and construction funding for traffic safety improvements at the intersection of Nova Road and Eagle Lake Trail. The feasibility study completed in February 2026 recommends the installation of a raised median traffic separator with delineators to prevent vehicles from making left turns from Eagle Lake Trail and Park Place Plaza onto southbound or northbound Nova Road. These improvements are intended to improve driver safety at the intersection and along the Nova Road corridor, reduce potential conflicts with vehicles turning left onto Nova Road, and improve overall traffic operations.

4. Herbert Street and Nova Road Intersection Improvements: Request for design and construction funding for capacity and traffic safety improvements at the intersection of Herbert Street and Nova Road. The proposed improvements are intended to improve traffic flow at this congested intersection, particularly during peak periods associated with Silver Sands Middle School drop-off and pick-up in the morning and late afternoon. The feasibility study completed in February 2026 recommends extending the

northbound left-turn lane on Nova Road, extending the eastbound and westbound left-turn lanes on Herbert Street, and constructing new exclusive eastbound and westbound right-turn lanes on Herbert Street onto Nova Road. Additional right-of-way may be required at the southwest corner of the intersection, and will be determined during the project design phase.

5. Ridgewood Avenue (US 1) and Dunlawton Avenue (SR 421) Intersection

Improvements: Request for design and construction funding for turn-lane and traffic safety improvements at the intersection of Ridgewood Avenue (US 1) and Dunlawton Avenue (SR 421). A feasibility study completed in February 2026 recommends converting the existing northbound right-turn slip lane on Ridgewood Avenue into a conventional right-turn lane under full signal control to reduce conflict points and improve pedestrian safety. The study also recommends removing the eastbound left-turn lane on Dunlawton Avenue onto Halifax Drive to improve traffic operations and reduce congestion along eastbound Dunlawton Avenue, and extending the westbound left-turn lane on Dunlawton Avenue to improve intersection capacity and traffic flow. Additional improvements include traffic signal and drainage modifications, as well as installation of ADA-compliant sidewalks, crosswalk approaches, accessible pedestrian signals, and detection systems to enhance pedestrian safety and accessibility. Additional right-of-way is not anticipated for this project.

6. Williamson Boulevard and Town West Boulevard Intersection Improvements:

Request for design and construction funding for turn-lane improvements at the intersection of Williamson Boulevard and Town West Boulevard to improve capacity and traffic flow. The feasibility study completed in February 2026 recommends a series of capacity and safety improvements, including construction of a second northbound left-turn lane on Williamson Boulevard, extension of the existing northbound left-turn lane, extension of the southbound right-turn lane on Williamson Boulevard, and extension of the eastbound right-turn lane on Town West Boulevard. The project will also require widening a segment of westbound Town West Boulevard to two lanes, with a taper back to a single lane to accommodate the dual northbound left-turn lanes on Williamson Boulevard, along with roadway realignment and traffic signal modifications. In addition, ADA-compliant sidewalks, crosswalks, accessible pedestrian signals, and pedestrian detection systems will be installed to enhance safety and accessibility. No additional right-of-way is anticipated for this project.

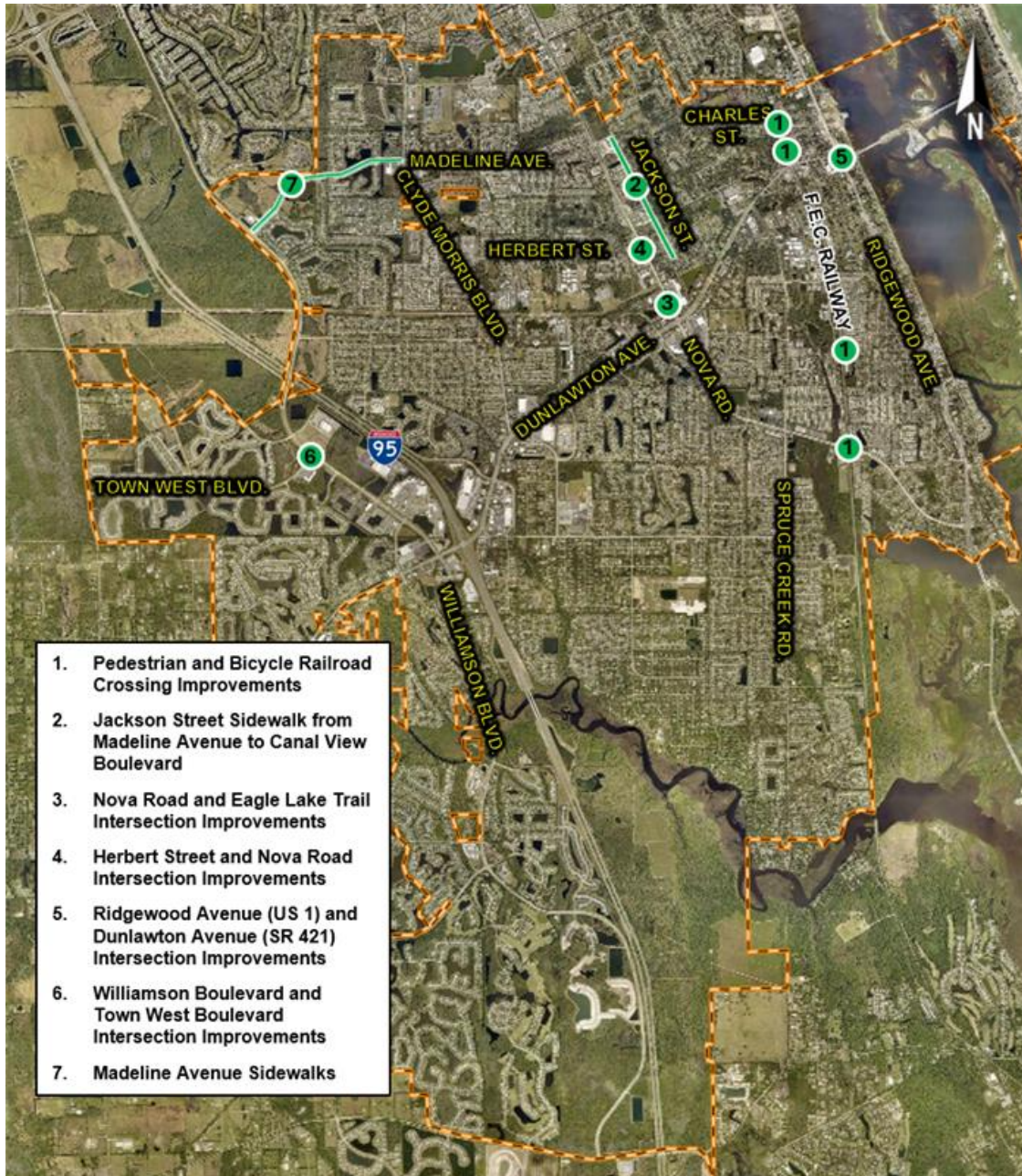
7. Madeline Avenue Sidewalks: Request for design and construction funding for an eight-foot-wide sidewalk along the north side of Madeline Avenue and a five-foot-wide sidewalk along the south side, extending from Williamson Boulevard to Clyde Morris Boulevard. The sidewalks will provide a safe route for residents in surrounding subdivisions and will be part of the planned East/West Trail, which will eventually connect Coraci Park to Riverwalk Park. In addition to constructing ADA-compliant sidewalks and crosswalks, accessible pedestrian signals and pedestrian detection systems will be installed to further enhance safety and accessibility. No additional right-of-way is anticipated for this project. In 2022, the City submitted a request for design and construction funding for the first phase of the Madeline Avenue sidewalk project, from Clyde Morris Boulevard to Nova Road. This phase is currently on the TPO Priority Project List and is awaiting funding.

In addition to the newly proposed projects, the city has multiple projects on the TPO's

2025 Project Priority List at various stages of feasibility study or design funding consideration. Attached is a list of the current projects and their respective statuses (Exhibit A).

While a number of projects submitted by the city have been ranked highly on the TPO's Project Priority List and continue to move through the funding process, some projects have not ranked favorably. Given their low rankings, staff do not expect these projects to be selected for feasibility study funding. Accordingly, staff is requesting City Council approval to withdraw the following City applications from the TPO's Project Priority List based on their low rankings. In future years, staff will reevaluate these requests and may reapply with additional information or combine them with other projects to improve their ranking potential.

- Feasibility Study Request – Turn Lane Improvements at the Intersection of Boggs Ford Road, Taylor Road, and Yorktowne Boulevard: Submitted in 2019, currently ranked 24 of 36.
- Feasibility Study Request – Widening of Madeline Avenue from Clyde Morris Boulevard to Nova Road: Submitted in 2020, currently ranked 28 of 36.
- Feasibility Study Request – Replacement of Three Bridges (Canal View Boulevard Bridge, Esplanade Avenue Bridge, and Trailwood Drive): Submitted in 2023, currently ranked 34 of 36.



Map identifying the seven (7) projects being submitted to the TPO for funding, either for a feasibility study or for design and construction.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Exhibit A Current List of City Projects on 2025 TPO Priority Project List	Exhibit A Current List of City Projects on 2025 TPO Priority Project List.pdf
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Lisa Epstein
 Tim Burman
 Shannon Balmer

Created/Initiated - 01/20/2026
 Approved - 01/29/2026
 Approved - 02/06/2026

Exhibit A - Current list of Port Orange projects on the TPO's 2025 Project Priority List

Traffic Operations, Safety and Local Initiatives Projects

1. Dunlawton Avenue Turn Lanes [Design complete, ROW underway, Const. FY 26/27]
 - a. Westbound Dunlawton Avenue right-turn lane at City Center Parkway;
 - b. Eastbound Dunlawton Avenue right-turn lane at Clyde Morris Boulevard;
 - c. Westbound Dunlawton Avenue right-turn lane at Nova Road;
 - d. Extend existing left-turn lanes on Dunlawton Avenue (eastbound at Nova Road, westbound at Clyde Morris Boulevard); and
 - e. Southbound Yorktowne Boulevard right-turn lane and pedestrian improvements.
2. Clyde Morris Boulevard Right Turn Lanes (eastbound at Willow Run Boulevard, eastbound at Reed Canal Road, eastbound and westbound at Madeline Avenue) [Feasibility Study completed, Design to begin Spring 2026].
3. Dunlawton Avenue Eastbound Right Turn Lane at S Swallowtail Drive [Feasibility Study complete, Design to begin Spring 2026].
4. Eastbound and Westbound Madeline Avenue Turn Lane Improvements at Nova Road/Madeline Avenue Intersection [Feasibility Study complete, Design to begin Spring 2026].
5. Nova Road at Herbert St and Eagle Lake Trail [Feasibility Study complete].
6. Ridgewood Avenue at Dunlawton Avenue Turn Lane [Feasibility Study complete].
7. Williamson Blvd at Town West Blvd [Feasibility Study complete].
8. Eastport Access Improvements on Spruce Creek Road between Dunlawton Avenue and Commonwealth Boulevard [awaiting to be selected for Feasibility Study].
9. Eastbound Taylor Road left-turn lane at Clyde Morris Boulevard [awaiting to be selected for a Feasibility Study].
10. Madeline Avenue Eastbound and Westbound Turn Lane Improvements at Clyde Morris Blvd. [awaiting to be selected for a Feasibility Study].

Bicycle and Pedestrian Projects

11. Willow Run Boulevard sidewalk (south side), from Clyde Morris Boulevard to Harms Way [Design complete, Const. to begin Spring 2026]
12. Williamson-Willow Run Blvd Sidewalk (connecting Town Park subdivision to Chardonnay Drive) [Design complete, Const. to begin Spring 2026]
13. Port Orange Sidewalk Gaps [Design complete, Const. to begin Summer 2026] Sidewalk Gap Project to complete connectivity to schools, bus stops, parks, and retail areas along Clyde Morris Boulevard, Taylor Road, and Herbert Street
14. Madeline Avenue Trail, Phase 1, from Clyde Morris Boulevard to Nova Road, and Bruner Road [Feasibility Study complete, Design Programmed in FDOT Work Plan for FY29].
15. Port Orange Sidewalk Bundle #1 [Feasibility Studies completed, awaiting funding for design]. These projects were submitted individually, and Feasibility Studies have been prepared. These projects are bundled as a single project for design and future construction:
 - a. Accessible Pedestrian Signals along the Dunlawton Avenue Corridor and Nova Road Corridor
 - b. Sidewalk and Wayfinding Signage in the Down Under Area
16. Madeline Avenue Trail, Phase 2, from S. Williamson Boulevard to Clyde Morris Boulevard [Feasibility Study completed].
17. Spruce Creek Road Sidewalk Gaps, from Oak River Drive to Commonwealth Boulevard [awaiting to be selected for a Feasibility Study].
18. Port Orange Crosstown Multi-Use Trail [awaiting to be selected for a Feasibility Study].



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/17/2026

SUBJECT: (B12) Approval of Major Special Event Request for Bike Week 2026 for The Doghouse Bar and Grill at 3400 S. Nova Road

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the ten (10) day Bike Week Major Special Event request for The Doghouse Bar and Grill, located at 3400 S. Nova Road, subject to the attached conditions, and to approve an extension of event hours from 11:00 p.m. to 2:00 a.m. for vendor sales only.

SUMMARY: Hannah Pollock, operator of The Doghouse Bar and Grill, requests approval of a Special Event to be held during Bike Week 2026 at 3400 S. Nova Road (see Location Map below). The proposed event is planned for Friday, February 27, through Sunday, March 8. The proposed hours for the event are 11:00 a.m. to 2:00 a.m. daily, with outdoor music playing until 10:00 p.m. Normal hours of operation (11:00 a.m. until 2:00 a.m.) of The Doghouse Bar and Grill will continue during the event.

The dates of Bike Week 2026, as recognized by the Daytona Regional Chamber of Commerce, are Friday, February 27, to Sunday, March 8, the same as the requested special event dates. During the last Special Event at The Doghouse Bar and Grill (Biketoberfest 2025), no citations for exceeding the noise ordinance were issued by the Police Department.

The outdoor activities associated with the event include live music daily, contests, and the sale of food, alcohol, clothing, and bike accessories. There will be fourteen (14) vendors at this event selling food, alcohol, clothing, and bike accessories. Vendors are required to obtain a City temporary merchant license at a cost of \$250 to participate in this event. Setup of the event will occur 72 hours prior to the event, and take down of the event within 72 hours after the event.

According to the Code of Ordinances, the hours of operation for a special event are generally limited to 11:00 p.m., unless specifically waived or amended by the City Council. The applicant for this special event plans to have outdoor music playing until 10:00 p.m. and requests a three-hour extension for ten (10) nights of the event to allow vendors to sell food, alcohol, clothing, and bike accessories until 2:00 a.m., instead of 11:00 p.m. Similar to prior approvals by Council, if the Council grants this three-hour extension for vendor sales only, the special event will end at 2:00 a.m., while outdoor music would still be required to end at 10:00 p.m. This three-hour extension has been

granted and approved by Council for the past two (2) years with no reported issues.

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

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



Location map of 3400 S. Nova Road

PRESENTER: Tim Burman, Penelope Cruz

ATTACHMENTS:

1.	The Doghouse Bar and Grill - Bike Week 2026 Special Event Conditions	The Doghouse Bar and Grill - Bike Week 2026 Special Event Conditions.pdf
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Penelope Cruz

Created/Initiated - 01/13/2026

Tim Burman

Approved - 01/23/2026

Manuel Marino

Approved - 02/09/2026

Wayne Clark

Final Approval - 02/09/2026

The following conditions apply to the Major Special Event for Doghouse Bar and Grill for Bike Week 2026.

1. The subject Major Special Event is for February 27 – March 8, 2026.
2. No Parking is allowed along the shoulder of Nova Road.
3. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of the event coordinator at the rate of \$62.00 per hour with a minimum of three hours.
4. Applicant has not requested assistance from the City of Port Orange Police Department; however, should assistance be required the applicant shall be responsible for any charges for City of Port Orange Police services related to this event and shall coordinate with the Police Department for all vehicular traffic patterns and pedestrian concerns. Rates for this event for staff time and equipment are per Resolution 22-36.
5. Applicant has not requested assistance from the City of Port Orange Public Works Department; however, should service or equipment be required the applicant shall be responsible for coordination with the City of Port Orange Public Works Department for Public Works services and all charges for equipment (barricades, lights, etc.) used for this event for traffic control. Rates for this event for staff time and equipment are per Resolution 19-2.
6. In accordance with the application submitted and approved by City Council, the hours for outdoor music at this event is from 11:00 a.m. until 10:00 p.m., but vendors are permitted to operate until 2 a.m. Normal indoor hours of operations (11:00 a.m. until 2:00 a.m.) of The Doghouse Bar and Grill will continue during the event. Alcohol shall not be served indoors or outdoors past 2:00 a.m., as required by *Port Orange Code of Ordinances*.
7. Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. The Doghouse Bar and Grill shall take care of the placement of speakers for amplified music by adjusting them away from residential areas. Sound or noise projecting from one use district into another use district with a different noise level limit shall not exceed the limits of the district into which the noise is projected. A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated, and noise violations from this event will be taken into account before permitting future events.

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

8. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11.1.2 (Tents)*. Tents shall be permitted only on a temporary basis.

- Tents or canopies being used in association with this event shall comply with the requirements set forth in NFPA 101 Chapter 11.11 (Tents) Standards for Special Structures and High-Rise Buildings.
 - Tents or canopies cannot be erected more than seventy-two (72) hours prior to the event and must be removed within seventy-two (72) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.
9. If any outdoor lighting or other structural features are to be installed in association with this event, the event coordinator shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.
 10. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.
 11. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.
 12. All outdoor cooking equipment involving liquefied petroleum gas and/or storage cylinders shall comply with *NFPA #58 Liquefied Petroleum Gas Code* and be approved by the Fire Marshal.
 13. No more than the requested fourteen (14) vendors shall be on this site. The event coordinator shall be responsible for all participating vendors with respect to any permit conditions or compliance with applicable state, county and city laws, rules, regulations, codes and ordinances. Therefore, the event coordinator must screen all participating vendors to ensure compliance with but not limited to the following:
 - a. Noise ordinance referenced in condition #6 above.
 - b. *Article VI, Chapter 18, Port Orange Code of Ordinances*, relating to peddlers and transient merchants.
 - b. Temporary event permits issued by the Department of Business and Professional Regulation, Division of Hotels and Restaurants for all food vendors.
 - c. Required liquor license for a temporary event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco.
 - d. Provisions and Standards of the City's *Body Art Ordinance*.
 - e. Provisions and Standards of the City's *Sexually Oriented Businesses Code*.
 - f. *Special Event Fee Resolution* establishing Temporary Merchant Fee.
 14. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of the event coordinator to maintain access for emergency vehicles.
 15. The event coordinator will be providing restrooms located inside the business in addition to providing 6 port-o-let facilities during the event. *A minimum of five percent (5%) of the portable toilets, but no less than one (1) for each sex, shall comply with Section 603 of FBCA as required per Section 213.2 FBCA for handicapped-accessible facilities.*
 16. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.

17. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
18. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.
19. A temporary sign permit shall be required for signage for this event.
20. No trees shall be removed, and care shall be taken to protect landscaped areas.
21. Repair of any disturbance of public right-of-way shall be the sole responsibility of the event coordinator.
22. The event coordinator shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
23. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.

Applicant (Print Name)

Applicant Signature



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/17/2026

SUBJECT: (B13) Approval of Major Special Event Request for Bike Week 2026 for The Turn at 5236, 5218, 5204 & 5164 South Ridgewood Avenue

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the ten (10) day Bike Week Major Special Event request for The Turn, located at 5236, 5218, 5204 & 5164 South Ridgewood Avenue, subject to attached conditions.

SUMMARY: Zach Wulff, operator of The Turn, requests approval for a Special Event to be held during Bike Week 2026 at 5236, 5218, 5204, and 5164 South Ridgewood Avenue (see Location Map below). The proposed event is planned for Friday, February 27, to Sunday, March 8. The proposed hours for the event are 11:00 a.m. to 11:00 p.m., with outside music playing until 11:00 p.m. Normal hours of operations (11:00 am – 1:00 am Sunday - Thursday and 11:00 am – 2:00 am Friday and Saturday) for The Turn will continue for the duration of the event.

The dates of Bike Week, as recognized by the Daytona Regional Chamber of Commerce, are Friday, February 27, through Sunday, March 8, the same as the requested special event dates. During the last Special Event at this location (Biketoberfest 2025), no citations for exceeding the noise ordinance were issued by the Police Department.

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

Activities associated with the event are intended to attract those visiting the area for Bike Week 2026. There are **no** vendors for this event. Setup of the event will occur 72 hours prior to the event and take down of the event will occur within 72 hours after the event. The southbound outside lane of Ridgewood Avenue will **not** be closed as part of this Special Event.

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



Location map for 5236, 5218, 5204 & 5164 South Ridgewood Avenue

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	The Turn - Bike Week 2026 Special Event Conditions	The Turn - Bike Week 2026 Special Event Conditions.pdf
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Penelope Cruz
Tim Burman
Manuel Marino
Wayne Clark

Created/Initiated - 01/13/2026
Approved - 01/23/2026
Approved - 02/02/2026
Final Approval - 02/06/2026

The following conditions apply to the Major Special Event for The Turn for Bike Week 2026.

1. The subject Major Special Event is for February 27 – March 8, 2025.
2. No Parking is allowed along the shoulder of Ridgewood Avenue or Commonwealth Boulevard.
3. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of the event coordinator at the rate of \$62.00 per hour with a minimum of three hours.
4. Applicant has not requested assistance from the City of Port Orange Police Department; however, should assistance be required the applicant shall be responsible for any charges for City of Port Orange Police services related to this event and shall coordinate with the Police Department for all vehicular traffic patterns and pedestrian concerns. Rates for this event for staff time and equipment are per Resolution 22-36.
5. Applicant has not requested assistance from the City of Port Orange Public Works Department; however, should service or equipment be required the applicant shall be responsible for coordination with the City of Port Orange Public Works Department for Public Works services and all charges for equipment (barricades, lights, etc.) used for this event for traffic control. Rates for this event for staff time and equipment are per Resolution 19-2.
6. In accordance with the application submitted and approved by City Council, the hours for the event shall be from 11:00 a.m. to 11:00 p.m., with outside music ending at 11:00 pm. Normal operations for The Turn will continue for the duration of the event. Alcohol shall not be served indoors or outdoors past 2:00 a.m., as required by *Port Orange Code of Ordinances*.
7. Chapter 42, Article IV. Noise Regulations, Section 42-83. Noise Restrictions in an Entertainment District, of the City of Port Orange Code of Ordinances, describe the acceptable sound level limit dBA for the subject property located within the Ridgewood/Commonwealth Entertainment District. Sound or noise projecting from an entertainment district into a residential district located outside the boundary of the entertainment district shall not exceed the limits set forth for the residential district as set forth in Section 42-80. It shall be the responsibility of the permit holder to monitor for noise violations. The event coordinator shall take care of the placement of speakers for amplified music by adjusting them away from residential areas. A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated, and noise violations from this event will be taken into account before permitting future events.

	Time	Sound level limit dBA Sunday - Wednesday	Sound level limit dBA Thursday – Saturday*
Ridgewood/Commonwealth Entertainment District	7:00 a.m.—11:00 p.m.	65	75
	11:00 p.m.—7:00 a.m.	55	55
Residential District	7:00 a.m.—10:00 p.m.	60	

	10:00 p.m.—7:00 a.m.	50
<p>*Applies to the day before a legal holiday, legal holidays or dates of public celebration declared by City Council. For example, if the 4th of July is on a Monday, the sound level limit (dBA) on Sunday July 3rd and Monday, July 4th would follow the sound level limit dBA limitations for Thursday through Saturday.</p>		

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

18. A temporary sign permit shall be required for signage for this event.
19. No trees shall be removed, and care shall be taken to protect landscaped areas.
20. Repair of any disturbance of public right-of-way shall be the sole responsibility of the event coordinator.
21. The event coordinator shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
22. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.

Applicant (Print Name)

Applicant Signature



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/17/2026

SUBJECT: (G19) Second Reading - Ordinance No. 2026-1 - Amending Chapter 74, Article II - Utilities, Water Service of the Code of Ordinances related to private water systems in the City

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure 5 - Fiscal Sustainability 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Ordinance No. 2026-1.

SUMMARY: Ordinance 2026-1 is proposed to amend Chapter 74, Article II - Utilities, Water Service to clarify the rules and procedures for the installation of master meters, billing for master meter accounts, and maintenance of private water systems in the City.

The public utilities system (water, sewer, reclaimed water) is the most significant infrastructure owned by the City and includes water treatment and water reclamation plants, over 120 lift stations, approximately 1,000 miles of pipes, over 37,000 meters and other related utility equipment. There is a substantial cost to operate and maintain the system and it is heavily regulated by state and federal agencies. The system serves over 73,000 customers, generating 6.0 Million Gallons per Day (MGD) of potable drinking water and treating approximately 6.9 MGD of wastewater. The system is principally funded by usage fees based on readings from meters located throughout the system. Impact fees, bond proceeds, and other revenue sources supplement the funding of the utility.

In addition to the extensive public utilities system, there are several smaller privately-owned water systems in the City (see below). The pipes, meters and other utility infrastructure in these private water systems are not owned nor maintained by the City and the City is prohibited by law from using public financial resources for the sole benefit of private property interests.

There are four private mobile home parks that have public water systems. These parks (Crane Lakes, La Costa Village, Gray Acres, and Maplewood Estates) were designed with public easements over each water system. The utility infrastructure in these private parks was built to City or County standards at that time and then dedicated to the public and accepted by the City. As a result, the City maintains this infrastructure, reads the meters and bills the individual tenants in these areas.

For most of the private water systems, the City has placed a master meter (a single

meter that serves the entire private property such as a mobile home park, RV park, hotel, motel, apartment complex, or campground) near the boundary of the public and private properties and within the public right-of-way or within a public easement (see Exhibit A example). Utility billing is based on consumption measured at this master meter and paid to the City by the private landowner. All utility infrastructure on private property, including submeters, if any, is owned and maintained by the private landowner. If the owner chooses to collect water usage fees from the tenants on the private property, the owner is responsible for the meters, billing, and collections. State law prohibits park owners from adding any markups to the utility charges billed by the City to the master meter account.

However, there are currently five mobile home parks with private water systems where the City has historically read meters on the private system and billed the individual tenants for utility usage (Lamplighter, Live Oak, Parkwood Ph I & II, Tanglewood, Treasure Isle). In these cases, City resources are currently being used to do utility billing for private property interests.

In addition, because the City does not own the utility infrastructure in these private parks, when there are broken meters or leaks, the park owner is responsible for repairs. City staff notifies park owners when meters are not reading, but over time, the number of private meters not reading in these parks has grown, requiring the City to bill the individual users by estimating usage.

The proposed ordinance will modify Chapter 74, Utilities, of the City's Code of Ordinances, to clarify that master meters are required for private water systems (campgrounds, RV parks, mobile home parks, hotels, apartments, etc.). The ordinance also sets forth the method for billing of master meters, the maintenance responsibilities for private water systems (including emergency maintenance), and the deposit requirements for master meters. This ordinance does not impact usage rates. Rates for water usage are set by Council in a separate resolution.

The Ordinance change will clearly define City policy regarding private water systems and, if adopted, the City will allow a one-year period for the five remaining mobile home parks not being billed based on a master meter reading to transition to private billing.

Mobile Home and Campground Private Water Systems (approx. 1,750 units)

Lighthouse Pointe MHP
Parkwood PH III MHP
Palm Shores (Blue Coral Prop)
Seabird Island
Harbor Oaks Trailer Park
Rose Bay Trailer Park
Joy Cogle Mobile Home Park
Riverside MHP
Pickwick Village
Colony in the Wood
Elmwood

Daytona KOA
Daytona Beach Campground
Rose Bay
Nova Family Campground

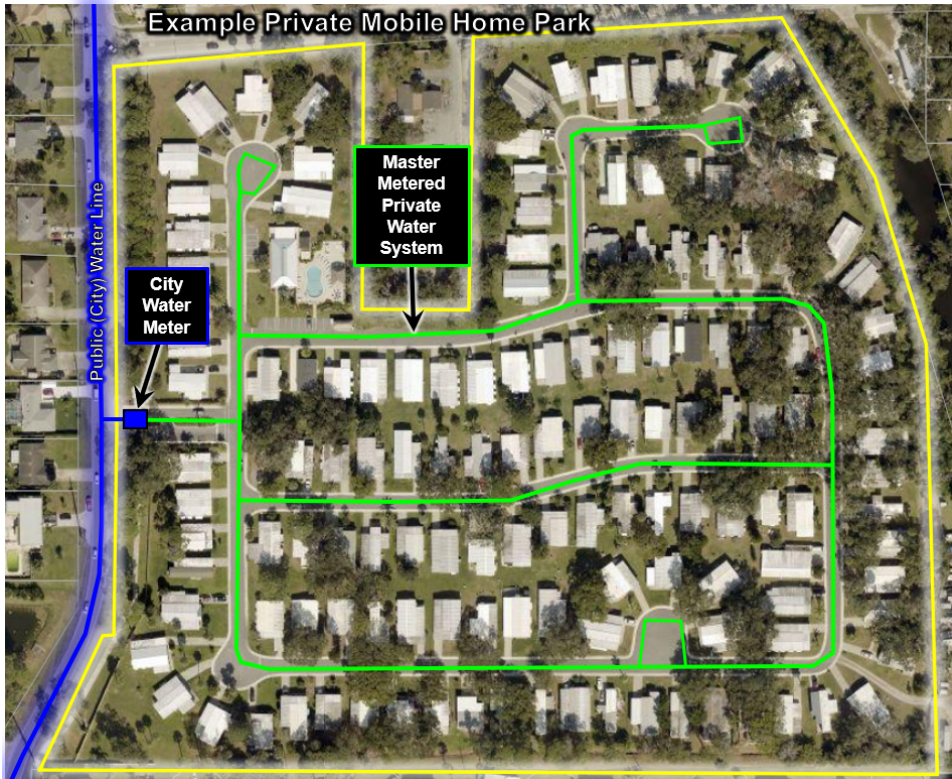


Exhibit A - Private Water System Master Meter Example

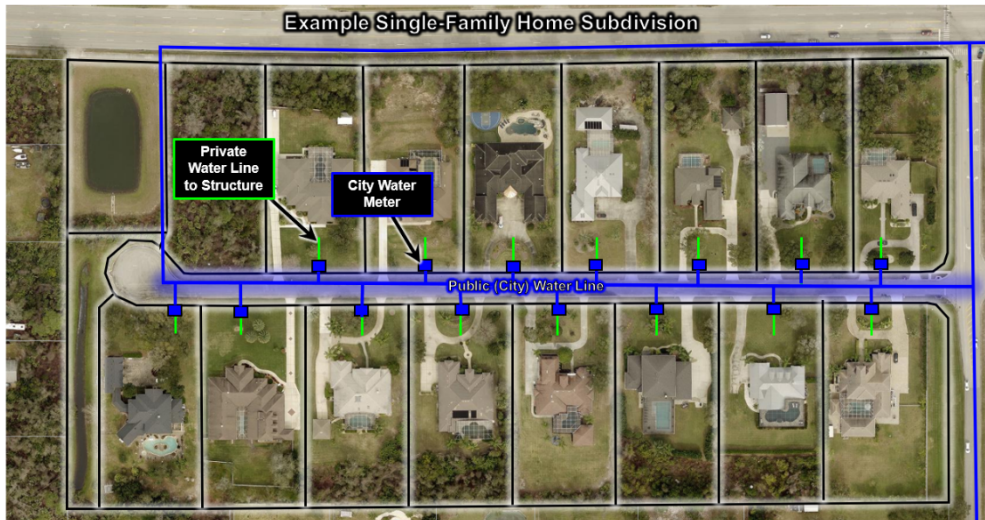


Exhibit B - Single Family Subdivision Meter Example

PRESENTER: Steve Parnell

ATTACHMENTS:

1.	Master Meter Ordinance 2026-1 1.20.26	Master Meter Ordinance 2026-1 1.20.26.docx
2.	Business Impact Estimate for Ord. No. 2026-01	Business Impact Estimate for Ord. No. 2026-01.pdf

Amanda Bonin

Created/Initiated - 02/02/2026

ORDINANCE NO. 2026-01

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING SECTION 74-33, REQUIRING A DEPOSIT FOR MASTER METER INSTALLATION; ESTABLISHING A NEW SECTION 74-34, REQUIRING THE INSTALLATION OF A MASTER METER FOR A CAMPGROUND, RECREATIONAL PARK, MOTEL, HOTEL, MOBILE HOME PARK, APARTMENT COMPLEX OR OTHER MULTIFAMILY RESIDENTIAL UNITS, AND PROVIDING FOR THE METHOD OF BILLING FOR MASTER METER ACCOUNTS; AMENDING SECTION 74-39, SETTING FORTH THE RESPONSIBILITY OF MAINTENANCE OF PRIVATE WATER SYSTEMS INCLUDING EMERGENCY MAINTENANCE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, maintenance and upgrades to the public water distribution system is a substantial public cost to the citizens; and

WHEREAS, the City Council recognizes the need to conserve water and to discourage the discharge of potable water through weak or failing infrastructure; and

WHEREAS, the City makes use of available technology to minimize the loss of potable water as it travels through the public system; and

WHEREAS, electronic metering and other advances in technology have provided faster transmission of the utility consumption data enabling expedient and accurate billing and reducing the operation and administrative cost of providing and billing water service; and

WHEREAS, it is the City's mission to support high quality municipal fiscal services while safeguarding the natural resources, including the maintenance and upgrades to the water distribution infrastructure, the conservation of potable water resources and the fiscally responsible operation and administration of the service, billing and cost recovery; and

WHEREAS, the water lines within privately owned water system are not owned or maintained by the City and as a result, there is often unaccounted water loss within the privately owned water systems due to sub-standard water line maintenance and broken or inaccessible water meters; and

WHEREAS, while the majority of privately owned water systems within the City are billed using only readings of a master meter, a few privately owned water systems remain within the City which are billed by reading individual meters; and

WHEREAS, the City is prohibited from using public financial resources for the sole benefit of private property interests; and

WHEREAS, by adoption of this Ordinance, the City Council is improving its regulation of its water distribution system and fiscal administration of the billing and collection for utility services as set forth hereinafter.

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

SECTION 1. The City Council of the City of Port Orange, Florida, hereby amends Chapter 74, Section 74-33, Charges for Water Service, of the City of Port Orange Code of Ordinances to read as follows:

Sec. 74-33. - Charges for water service.

- (a) The city will provide water service within the limits of the city's approved water service area ~~existing water system~~, upon application and payment of the applicable development fee, connection charge and meter deposit and any other charges in accordance with this article and established city resolutions and policies subject to jurisdictional agency constraints and the availability based on sufficient ~~sufficient~~ quantity and capacity of the system.
- (b) A monthly minimum charge (availability charge) shall be assessed when it is determined by the city manager or ~~his~~ the manager's designee that water is available but not yet connected.
- (c) The monthly water service charge shall not be suspended during vacation periods or such periods of time that a property is vacated and the minimum charge (availability charge) shall be levied in the amount as provided and established by resolution of the city council.
- (d) A deposit for water service connection shall be required for each new meter installation, master meter installation, meter ~~or~~ reconnection or for turn-on for new properties or where the customer to be served has changed. ~~property has changed hands irrespective as to whether the property is owned by the occupant or not~~. Such deposit shall remain with the city as security against nonpayment of the monthly bill as long as the premises are connected to the city water system and an active water meter is onsite. Should a transfer of property ownership or rental occur, the water deposit may be refunded at the customer's request. However, upon a request for future continuation of service by the new customer, owner, or renter, they shall be required to post their own water deposit and applicable reconnection fees as specified in the current city fee resolution.

- (e) A connection charge shall be levied for each connection made to the water system either inside the city limits, or outside the city limits.
- (f) A monthly service charge shall be levied for each fire sprinkler system (fire line) connected separately to the city water system.
- (g) Connection charges, meter deposits, service charges and any other fees and charges required by this article shall be established by resolution of the city council.
- (h) ~~Monthly charges for water service shall be set by resolution of the city council and~~ The method of monthly billing for water service shall be pursuant to section 2-240 of the Code.
- (i) All monthly charges shall be reviewed annually in conjunction with the preparation of the annual operating budget. Rates will be adjusted as determined necessary by the city council to ensure adequate revenue to meet all bond requirements and to satisfy good accounting and business practices. Adjusted rates shall become effective as provided by resolution adopted by the city council.
- (j) No deposit for water service connection shall be required for those property owners seeking to establish a new water service who have maintained a current utility account history with the city and have not been charged late fees or processed for shut-off in the previous 36 months.
- (k) A property owner who has maintained a current utility account history with the city and has not been charged late fees or processed for shut-off in the previous 36 months, shall be eligible to apply the amount paid for the water deposit required by this section as a credit to the property owner's utility account.

SECTION 2. The City Council of the City of Port Orange, Florida, hereby amends Chapter 74, to establish a new Section 74-34, Master Meters, of the City of Port Orange Code of Ordinances to read as follows:

Sec. 74-34. – ~~Reserved.~~ Master Meters; Private Water Systems.

- (a) The owner of a private water system serving a campground, recreational park, motel, hotel, mobile home park, apartment complex or other multifamily residential units shall be required to install a master meter. Submetering, if any, shall be the responsibility of the owner of the private water system in accordance with state and federal laws, rules and regulations.
- (b) Monthly charges for water service shall be billed to the owner of the private water system based on master meter readings at the rates established by city council resolution. The owner of a private water system shall be responsible for the billing and collection of water service fees from each user served by the private water system; however, the owner of the private water system shall remain solely responsible for payment of the monthly charges for water service to the city.

(c) All connections, including maintenance, repairs and replacements, to an existing private water system shall conform to industry standards.

SECTION 3. The City Council of the City of Port Orange, Florida, hereby amends Chapter 74, Section 74-39, Responsibility for maintenance of private water systems, of the City of Port Orange Code of Ordinances to read as follows:

Section 74-39 Responsibility for maintenance of private water systems.

- (a) The owner of rental property in the form of a mobile home park, campground, or other private developments a private water system serving a campground, recreational park, motel, hotel, mobile home park, apartment complex or other multifamily residential units shall be responsible for maintenance, repairs and replacements of the private water distribution system within the private property.
- (b) Upon the owner's request, the city may, but is not obligated to, enter the premises for the purpose of making emergency repairs to the distribution system therein as required and such cost of repairs based on time and materials used shall be billed by the city to and paid by the owner. For purposes of this paragraph, emergency repairs shall mean repairs that preserve and protect the city's equipment and publicly owned infrastructure and that limit or prevent the discharge of unmetered potable water. The property owner shall be responsible for the completion of repairs and replacement of infrastructure needed to restore water service.
- (c) Prior to the emergency repair as contemplated herein, the owner of a private water system shall agree to indemnify and hold harmless, to the maximum extent permitted by law, the city and its employees, officers and agents rendering the emergency aid.

SECTION 4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

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

SECTION 6. This ordinance shall become effective immediately; however, the City will not commence the billing practices described in Section 2, above, for owners of existing private water systems serving a campground, recreational park, motel, hotel, mobile home park, apartment complex or other multifamily residential units until one year after the adoption of this Ordinance.

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: _____
Matthew J. Jones, City Attorney

[CA-5147]



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. 2026-01 – Utilities Master Meter Ordinance Amendment

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

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

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

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

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

The proposed amendment to the Code of Ordinances amends Chapter 74, by amending Section 74-33, adding a new Section 74-34 and amending Section 74-39.

The proposed Ordinance 2026-01 serves the public health, safety, morals, and welfare of the municipality by encouraging maintenance and upgrades to the water distribution infrastructure, the conservation of potable water resources and the fiscally responsible operation and administration of the service, billing and cost recovery. Water lines within privately owned water system are not owned or maintained by the City and as a result, there is often unaccounted water loss within the privately owned water systems due to sub-standard water line maintenance and broken or inaccessible water meters. The proposed Ordinance 2026-01 establishes the requirement for a deposit for master meter installations and the requirement for campgrounds, recreational parks, motels, hotels, mobile home parks, apartment complexes and multifamily residential units to install master meters. The proposed Ordinance 2026-01 also amends provisions of the code regarding the responsibility for maintenance of private water systems.

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:

A small number of mobile home park owners will incur an unknown amount of administrative costs related to submetering as a result of the Ordinance 2026-01. These administrative costs will likely be passed to the park tenants. The majority of MHPs within the City are already setup for master meter billing and will not be impacted.

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

Those businesses that don't already have a master meter will be charged a one-time deposit for the installation of a master meter. The master meter deposit amount is established by the City's utility rate resolution, as may be amended.

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

The City's administrative costs are expected to decrease due to the simplification of the City's billing practices (i.e. the use of master meters) for campgrounds, RV parks, motels, hotels mobile home parks, apartment complexes and multifamily residential units. There are no new charges or fees intended to cover regulatory costs.

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

Approximately 5 businesses are estimated to be impacted by Ordinance 2026-01.

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

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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/17/2026

SUBJECT: (G20a) Approval of Contract to Purchase of 893 Sugar House Drive

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure; 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the purchase of real property located at 893 Sugar House Drive in the amount of \$358,000; authorize closing costs not to exceed \$8,000; and authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: Staff is requesting City Council approval to purchase the property located at 893 Sugar House Drive for \$358,000 plus authorize closing costs not to exceed \$8,000. City Staff contracted with a local appraisal company to provide a report on the fair market value of the property. The seller is offering the property at \$358,000, equal to the appraised value of the property. At its August 19, 2025, meeting, the City Council approved Resolution No. 25-39 authorizing the City to enter into the Hurricane Idalia HMGP Grant Agreement (No. H1201) with the Florida Division of Emergency Management (FDEM). This agreement provides reimbursement of 75% of the cost to acquire and demolish three (3) single-family homes located at 5899 Trailwood Drive, 798 Sugar House Drive, and 893 Sugar House Drive, using funds from the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP), Project Number 4734-002-R.



Location map for 893 Sugar House Drive

The property owner at 893 Sugar House Drive has reviewed and signed the purchase contract. The property owner of 5899 Trailwood Drive has also reviewed and signed the purchase contract, which is also included on this agenda. The property owner of 798 Sugar House Drive is still reviewing the purchase contract, and once executed, the item will be brought forward for consideration on a future City Council agenda.

The Hurricane Idalia HMGP Grant Agreement (No. H1201) provides \$1,062,140 in federal funding toward the acquisition and demolition of the three homes, with the remaining \$337,090 representing the City's required cost share. The City's cost share for all three properties was budgeted in the FY 25 Capital Improvement Plan (CIP). The purchase price, closing costs and demolition cost for 893 Sugar House Drive is estimated to be \$403,630, with \$302,722 to be reimbursed with federal funds and the remaining \$100,908 as the City's cost share.

The HMGP assists communities in implementing hazard mitigation measures following a presidential major disaster declaration, thereby reducing the risk of future impacts. The acquisition of these homes will permanently eliminate the risk of future flood damage. All acquisition activities are voluntary and conducted in compliance with Title 44, Code of Federal Regulations (CFR), Part 80, and all activities associated with the acquisition and demolition will be conducted in compliance with all applicable federal, state, and local rules and regulations.

Once acquired by the City, the home will be demolished, and the property will be maintained by the City as open space or for stormwater management improvements. At this time, the property at 893 Sugar House Drive is intended for use as open space.

Following the closing, demolition activities will commence. Reimbursement requests may be submitted after demolition is completed. The project is anticipated to be completed by Summer 2026. In accordance with the agreement terms, the City has until

April 30, 2029, to complete all required activities, if necessary.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	893 Sugar House Dr Contract for Sale and Purchase	893 Sugar House Dr Contract for Sale and Purchase.pdf
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Margaret Tomlinson	Created/Initiated - 01/29/2026
Tim Burman	Approved - 01/29/2026
Sue Wang	Approved - 01/31/2026
Shannon Balmer	Approved - 02/05/2026
Wayne Clark	Final Approval - 02/06/2026



**CONTRACT FOR SALE AND PURCHASE
OF REAL PROPERTY
VOLUNTARY BUYOUT PROGRAM**

THIS CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY, hereinafter, the “Contract” is made and entered into this _____ day of _____, 2026, between Chloe Howard, whose post office address is 893 Sugar House Drive, Port Orange, FL 32129, hereinafter referred to as “Seller”; and CITY OF PORT ORANGE, FLORIDA, a municipal corporation, mailing address: c/o City Manager, 1000 City Center Circle, Port Orange FL 32129-4144, hereinafter referred to as “Purchaser.” All references in this Contract to the singular shall include the plural where applicable.

1. The Purchaser is acting under a Federal Emergency Management Agency (FEMA) grant from the U.S. Department of Homeland Security, administered by the Purchaser and hereinafter referred to as the “Port Orange Acquisition/Demolition Project”, to purchase certain property in the City of Port Orange, Florida owned by the Seller. Seller hereby agrees to sell, and Purchaser hereby agrees to purchase the following described real estate, with its appurtenances, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Sellers’ rights in or arising by reason of ownership thereunto belonging, owned by them, located at **893 Sugar House Drive**, in Port Orange, County of Volusia, State of Florida, also being identified as Parcel Number 6337-08-02-0480; the subject real estate being hereinafter referred to as the “Property”, and further described in **Exhibit A** which is attached hereto and made a part hereof.

The Seller agrees that they have full right, power, and authority to convey, and that they will convey to the Purchaser the fee simple title together with legal and practical access thereto clear, free, and unencumbered, except subject to the following easements or reservations:

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

The Seller acknowledges that the above-referenced property qualifies for the assistance being granted, and that the Seller understands that any potential utilization of eminent domain by the City will not be implemented under this program. In the event the Seller is not interested in selling their property, or if the Seller and the Purchaser cannot reach an amicable agreement for the purchase of the property, the Purchaser will not pursue its acquisition under eminent domain.

Seller understands this is a voluntary transaction and that Seller is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and will not claim any such benefits.

2. Purchase Price and Method of Payment. The Seller acknowledges that the price to be paid for the property is the Pre-disaster (Hurricane Ian) Fair Market Value that was determined by a certified Florida Appraiser. The Purchase Price for the Property and improvements, described hereinabove, is **Three Hundred Fifty-Eight Thousand and NO/100 (\$358,000.00)** ("Purchase Price") to be paid at closing, which includes the Purchaser's good faith deposit of Two Hundred Fifty and No/100 Dollars (\$250.00), and less deductions (including Duplication of Benefits funds, defined hereinbelow), expenses, and prorations as provided herein, delivered by wire transfer payable to the order of Seller, at the time of closing and subject to the following:

- a. The Seller agrees, so long as this offer remains in effect, not to sell, mortgage, encumber, or otherwise dispose of the property or any part thereof, or interest therein, except to the Purchaser.
- b. Loss or damage to the Property by any cause shall be at the risk of the Seller until title has been conveyed to the Purchaser.
- c. The Seller agrees to deliver a good and sufficient general warranty deed conveying marketable title to the Property.
- d. It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the Property which are due and payable at the date of closing.
- e. Pursuant to 44 C.F.R. Part 206.191, in an effort to prevent waste, fraud, and abuse, FEMA funds being used for the purchase of the Property, cannot and will not duplicate benefits, that have been received by the Seller for the same need from any other funds ("Duplication of Benefits" or "DOB"). It is understood by all parties that funds determined to be Duplication of Benefits funds shall be deducted from the proceeds due to Seller.
- f. Upon approval by City Council and execution of the Contract by the Mayor and the City Clerk, a good faith deposit of Two Hundred Fifty and No/100 Dollars (\$250.00), shall be paid to and held in trust by Columbia Title Research Corporation Trust Account, 200 Forest Lake Boulevard, Daytona Beach, FL 32119; referred to as "Escrow Agent," delivered within three business days of City Council approval.

3. Contingencies.

- a. Seller shall vacate the Property on or before the Closing Date, defined hereinbelow. The Property shall be delivered at closing free of any tenant or occupancy whatsoever. If Seller does not timely vacate the property, the Purchaser shall have the right to void his contract, unless an extension has been agreed upon between Seller and the Purchaser.
- b. Purchaser shall have the right to perform any and all inspections on the property up until the Settlement Date. If Purchaser's inspections are not satisfactory to the

Purchaser, the Purchaser shall have the right to void this contract. Purchaser shall also have the right to void this contract if the Purchaser's intended use of the property is a violation of any restrictive covenants on the property that cannot be modified.

- c. Purchaser and Seller acknowledge that the purchase of the property is with U.S. Department of Homeland Security Federal Emergency Management Agency ("FEMA") funds. The Seller acknowledges that this Contract does not constitute a commitment of funds, until approval by the City Council of the City of Port Orange, evidenced by a majority vote of council in favor of the purchase, in a public meeting, after 30 days' public notice, evidenced by the Mayor and City Clerk duly executing this Contract.
- d. Purchaser and Seller acknowledge that the purchase of the property is with U.S. Department of Homeland Security Federal Emergency Management Agency ("FEMA") funds. The Seller and Purchaser acknowledge that the conveyance of the Property is subject to the FEMA Deed Restrictions set forth in **Exhibit "B"**, attached hereto and made a part hereof by reference.

4. Title and Survey.

- a. Title Insurance and Commitment. Not later than Ten (10) days after approval by City Council, Seller shall cause to be delivered to the City Attorney's Office, on behalf of the Purchaser, a title insurance commitment, covering the Property, (the "Commitment"). An Owner's ALTA policy, insuring Purchaser for the full amount of the purchase price against loss or damage by reason of defect in the title of Seller in the Property shall be delivered to Purchaser at the time of closing. Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable or prohibits the Purchaser from its desired use of the property) and to all governmental statutes, ordinances, rules, and regulations. The Seller expressly agrees herein to furnish to the Purchaser any documents in Seller's possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title, if needed. Seller agrees to convey by marketable title with a general warranty deed (unless otherwise agreed by the Parties), free of encumbrances, except as otherwise stated herein.
- b. Survey. Purchaser, at Purchaser's expense, may have the Property surveyed and certified by a registered Florida Surveyor.

5. Taxes and assessments. Seller agrees to pay before delinquency all taxes, assessments and utility charges, if any, which may be due currently or may hereafter become due on the Property until and including the day of closing.

6. Closing Costs. Purchaser shall be responsible for all closing costs including, deed preparation, title search, closing fee (including preparation of closing statement), title insurance, documentary stamps and intangible tax, and all recording fees, if applicable. Except that Seller shall be responsible for any costs necessary to deliver a marketable title including but not limited to payoffs for mortgages, assessments, lien, outstanding utilities, and recording of satisfactions thereto, if applicable. If Seller is represented by a realtor or attorney, the Seller is responsible for all realtor and attorney fees. Costs of environmental audits, surveys, and other inspections shall be paid by the Purchaser.

7. Risk of loss. Risk of loss or damage to the Property by fire or other casualty between the date of this Contract and Closing shall be and is assumed by Seller.

8. Rental Agreements. Seller warrants that no other persons have any right to possession of the Property and the Seller shall not enter into any Lease or other instrument granting possessory rights subsequent to the execution of this Contract.

9. Deed. Seller agrees, upon full payment of the purchase price in the manner herein specified, to execute and deliver to Purchaser a good and sufficient warranty deed to the Property subject to the FEMA Deed Restrictions set forth in **Exhibit B**, which shall be made a part of said deed, evidenced by both Parties execution at Closing.

10. Closing. Closing shall take place in Volusia County, Florida at the office of the Escrow Agent on or before **Ninety (90) days** following the approval of this Contract by the Port Orange City Council, said date being May 18, 2026 ("Closing Date"). The deed will be prepared in the name of the City of Port Orange, FL or as otherwise stipulated by Purchaser, and delivered at closing. Subject to the terms and conditions contained herein, the Escrow Agent shall be authorized to disburse the sales proceeds at the time of closing. Following the closing, Purchaser shall have the right to exclusive possession of the Property.

11. Tangible Personal Property and Fixtures. At the time of closing, this sale includes all property, fixtures, equipment, and improvements of any kind left on the Property. Personal property, including equipment, improvements, and fixtures, can be removed from the Property prior to the Vacancy Inspection so long as this removal does not cause health or safety concerns on the Property. After the Vacancy Inspection date, Seller shall not be allowed to remove any personal property, fixtures or other items otherwise agreed upon between Purchaser and the Seller.

12. Vacancy Inspection. The Vacancy Inspection is required before the Purchaser can take possession of the Property. An inspection of the Property must occur no later than the day before the closing, unless another time is otherwise agreed upon between the Purchaser and the Seller. The Seller acknowledges and agrees that on the Vacancy Inspection date, the Purchaser will require the Property to be secured, including but not limited to all external doors and windows. If the property is not secured, the Vacancy Inspection and closing may be required to be

rescheduled for a later date. The Seller agrees that all utilities will be turned off on or before the Vacancy Inspection date. Seller shall be responsible for the payment of all utilities up to the date of closing. The following items are **required to be completed prior to the Vacancy Inspection**:

- Purchaser or Purchaser's authorized representative is required to be present at the vacancy inspection.
- At the time of inspection, verify all utilities are turned off, including but not limited to, electrical, gas, plumbing, cable, and any other recurring services at the Property. Purchaser is to advise the utility company that the property will be demolished.
- All personal property, fixtures, and/or any other items on the Property need to be removed from the Property. This includes, but is not limited to vehicles and vessels, personal items, and items in the household the current owner wishes to keep. **After the Vacancy Inspection is complete, all items remaining on the property will become the City's property.**
- The Property needs to be completely vacated. At the time of the Vacancy Inspection, no individuals can be residing on the Property.
- The Property needs to be secured and inaccessible to the public. This includes, but is not limited to, confirming that all doors and windows lock and all openings are secured. If windows or doors are not secured, the necessary steps need to be taken to secure the building (such as placing boards over the windows).
- Please ensure that all hazardous items have been removed from the household and properly disposed of. This includes, but is not limited to, household cleaners, paints, oils, and batteries.

13. Fees. For the purpose of brokerage fees, Purchaser and Seller have not utilized the services of a Florida Real Estate Broker. Purchaser shall be responsible for the appraisal report prepared at its request, and Seller shall be responsible for fees incurred of Seller's independent review of this Contract by attorneys, engineers, and other professionals, if any.

14. Acknowledgements. The Seller acknowledges that it has had an opportunity to review this Contract and that it has had an opportunity, if needed, to contact an attorney of its choice to review this Contract, and the Seller enters into this Contract fully understanding the nature thereof and saves and holds harmless the Purchaser and its agents as a result of this Contract or anything incident to the sale of the referenced real property.

15. Other Offers to Purchase. Seller acknowledges there are no existing contracts or options to purchase on said Property as of execution of this Contract to Sale and Purchase of Real Property.

16. Access to Property. Seller agrees to allow Purchaser and Purchaser's employees, consultants, agents, and representatives access to the Property upon execution of this Contract by Seller and extending to the time of closing for the purpose of conducting surveys,

environmental audits and inspections of the premises. Seller shall not be responsible for any cost, expense, damage or liability to Purchaser's employees, consultants, agents, and representatives as a result of accessing the property. Where practical, prior notice via telephone or email shall be provided from Purchaser to Seller anytime Purchaser's employees, consultants, agents, and representatives will be accessing the property.

17. Seller Closing Action Items. The Seller agrees that all utilities will be disconnected on or before the Vacancy Inspection date. Seller shall be responsible for the payment of all utilities up to the date of closing. The Seller shall close any open building permits or code enforcement proceedings prior to closing.

18. Entire Agreement. This Contract supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral agreement or representations prior hereto shall be included herein unless set forth in writing. Any change to this Contract shall be in writing.

19. Effective Date. The Effective Date for the Contract shall be the date of approval by the City Council for the City of Port Orange, Florida; such approval shall be evidenced by the signing of the Mayor and the City Clerk.

20. Counterparts. This Contract 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 electronic transmittal of an executed copy of this Contract shall be deemed valid as if an original signature was delivered.

Warning: Any person who knowingly makes a false claim or statement to FEMA may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

This Contract for Sale and Purchase of Real Property is executed by the parties as of the respective dates shown below.

FOR THE CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

WITNESSES:

SELLER:

Jason Wyckoff
First Witness Signature Above, Printed Name Below:
Jason Wyckoff

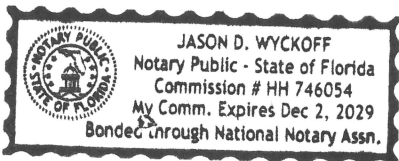
By: *Chloe Howard*
Chloe Howard

Val Duhl
Second Witness Signature Above, Printed Name Below:
Valerie Duhl

Date: 01/05, 202~~5~~⁶

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract for Sale and Purchase of Real Property was acknowledged before me by means of physical presence or online notarization this 5th day of JANUARY, 202~~5~~⁶ by **Chloe Howard**, the Seller named in the foregoing Contract, who (Notary, please check as applicable): took an oath or did not take an oath; and who is/are personally known to me or has produced Driver License as identification.



Jason Wyckoff
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

WITNESSES:

**CONTRACT FOR SALE AND PURCHASE
OF REAL PROPERTY:**

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

First Witness Signature Above, Printed Name Below:

By: _____
Scott Stiltner, Mayor

First Witness Signature Above, Printed Name Below:

Attest: _____
Robin L. Fenwick, City Clerk

Witnesses as to Both

Date: _____, 2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2026, by Scott Stiltner as Mayor and Robin L. Fenwick as City Clerk, both of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

EXHIBIT "A"

LOT 48, SUGAR FOREST, PHASE II, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN MAP BOOK 34, PAGES 187 AND 188, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Parcel Identification Number: 6337-08-02-0480

EXHIBIT "B"

FEMA Deed Restrictions

In reference to the property 893 Sugar House Drive, Port Orange, Florida 32129, conveyed by the Deed between Chloe Howard, participating in the federally-assisted acquisition project ("the Grantor") and the City of Port Orange ("the Grantee"), its successors and assigns:

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, **Hazard Mitigation Grant Program ("HMGP")**, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

Whereas, the City of Port Orange has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency ("FEMA"), and has entered into a mitigation grant program Grant Agreement dated September 16, 2025, with FEMA and herein incorporated by reference, making it a mitigation grant program grantee.

Whereas, the Property is located in the City of Port Orange, Florida, and the City of Port Orange participates in the National Flood Insurance Program ("NFIP") and is in good standing with NFIP as of the date of the Deed;

Whereas, the City of Port Orange, acting by and through the City of Port Orange's City Council, has applied for and been awarded federal funds pursuant to an agreement with the State of Florida dated September 16, 2025, and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the HMGP program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

- b. Structures. No new structures or improvements shall be erected on the Property other than:
- i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - ii. A public restroom; or
 - iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 2 feet of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement.

This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns, including the State or Tribe, shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on January 31st, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties have caused the foregoing Agreement to be executed on the dates stated below.

Witnesses:

[Signature]
Witness Signature

Printed Name: JASON WYCKOFF

GRANTOR:

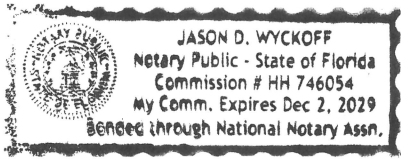
By: [Signature]
Chloe Howard

Date: 1/5/24

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 5th day of JANUARY 24, by JASON WYCKOFF, who is authorized to execute the foregoing AGREEMENT, and who is personally known to me, or has produced DRIVER LICENSE as identification.

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



GRANTEE:
CITY OF Port Orange
A Florida municipal corporation

Witnesses:

Witness Signature

Printed Name: _____

Date: _____

By: _____
Scott Stiltner, Mayor

Date: _____

ATTEST:

By: _____
Robin Fenwick, MMC, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by Scott Stiltner, Mayor and Robin Fenwick, City Clerk, both of the City of Port Orange, Florida, who are authorized to execute the foregoing AGREEMENT, and who is personally known to me, or has produced _____ as identification.

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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/17/2026

SUBJECT: (G20b) Approval of Contract to Purchase 5899 Trailwood Drive

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure; 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the purchase of real property located at 5899 Trailwood Drive for an amount of \$450,000; authorize closing costs not to exceed \$10,000; and authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: Staff is requesting City Council approval to purchase the property located at 5899 Trailwood Drive for \$450,000 plus authorize closing costs not to exceed \$10,000. City Staff contracted with a local appraisal company to provide a report on the fair market value of the property. The seller is offering the property at \$450,000, equal to the appraised value of the property. At its August 19, 2025 meeting, the City Council approved Resolution No. 25-39 authorizing the City to enter into the Hurricane Idalia HMGP Grant Agreement (No. H1201) with the Florida Division of Emergency Management (FDEM). This agreement provides reimbursement of 75% of the cost to acquire and demolish three (3) single-family homes located at 5899 Trailwood Drive, 798 Sugar House Drive, and 893 Sugar House Drive, using funds from the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP), Project Number 4734-002-R.



Location map for 5899 Trailwood Drive

The property owner at 5899 Trailwood Drive has reviewed and signed the purchase contract. The property owner of 893 Sugar House has also reviewed and signed the purchase contract, which is also included on this agenda. The property owner of 798 Sugar House Drive is still reviewing the purchase contract, and once executed, the item will be brought forward for consideration on a future City Council agenda.

The Hurricane Idalia HMGP Grant Agreement (No. H1201) provides \$1,062,140 in federal funding toward the acquisition and demolition of the three homes, with the remaining \$337,090 representing the City's required cost share. The City's cost share for all three properties was budgeted in the FY 25 Capital Improvement Plan (CIP). The purchase price, boundary survey, title search, closing costs and demolition cost for 5899 Trailwood Drive is estimated to be \$502,956, with \$377,217 to be reimbursed with federal funds and the remaining \$125,739 as the City's cost share.

The HMGP assists communities in implementing hazard mitigation measures following a presidential major disaster declaration, thereby reducing the risk of future impacts. The acquisition of these homes will permanently eliminate the risk of future flood damage. All acquisition activities are voluntary and conducted in compliance with Title 44, Code of Federal Regulations (CFR), Part 80, and all activities associated with the acquisition and demolition will be conducted in compliance with all applicable federal, state, and local rules and regulations.

Once acquired by the City, the home will be demolished, and the property will be maintained by the City as open space or for stormwater management improvements. At this time, the property at 5899 Trailwood Drive is intended for use as open space.

Following the closing, demolition activities will commence. Reimbursement requests may be submitted after demolition is completed. The project is anticipated to be completed by Summer 2026. In accordance with the agreement terms, the City has until

April 30, 2029, to complete all required activities, if necessary.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	5899 Trailwood Dr Contract for Sale and Purchase	5899 Trailwood Dr Contract for Sale and Purchase.pdf
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Tim Burman	Created/Initiated - 02/02/2026
Tim Burman	Approved - 02/02/2026
Sue Wang	Approved - 02/02/2026
Shannon Balmer	Approved - 02/05/2026
Wayne Clark	Final Approval - 02/06/2026



**CONTRACT FOR SALE AND PURCHASE
OF REAL PROPERTY
VOLUNTARY BUYOUT PROGRAM**

THIS CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY, hereinafter, the "Contract" is made and entered into this ____ day of _____, 2026, between Joseph Myron Stipanovic and Shirley Madden-Stipanovic, whose post office address is 5899 Trailwood Drive, Port Orange, FL 32127, hereinafter referred to as "Seller"; and CITY OF PORT ORANGE, FLORIDA, a municipal corporation, mailing address: c/o City Manager, 1000 City Center Circle, Port Orange FL 32129-4144, hereinafter referred to as "Purchaser." All references in this Contract to the singular shall include the plural where applicable.

1. The Purchaser is acting under a Federal Emergency Management Agency (FEMA) grant from the U.S. Department of Homeland Security, administered by the Purchaser and hereinafter referred to as the "Port Orange Acquisition/Demolition Project", to purchase certain property in the City of Port Orange, Florida owned by the Seller. Seller hereby agrees to sell, and Purchaser hereby agrees to purchase the following described real estate, with its appurtenances, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Sellers' rights in or arising by reason of ownership thereunto belonging, owned by them, located at **5899 Trailwood Drive**, in Port Orange, County of Volusia, State of Florida, also being identified as Parcel 6322-02-00-0080; the subject real estate being hereinafter referred to as the "Property", and further described in **Exhibit A** which is attached hereto and made a part hereof.

The Seller agrees that they have full right, power, and authority to convey, and that they will convey to the Purchaser the fee simple title together with legal and practical access thereto clear, free, and unencumbered, except subject to the following easements or reservations:

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

The Seller acknowledges that the above-referenced property qualifies for the assistance being granted, and that the Seller understands that any potential utilization of eminent domain by the City will not be implemented under this program. In the event the Seller is not interested in selling their property, or if the Seller and the Purchaser cannot reach an amicable agreement for the purchase of the property, the Purchaser will not pursue its acquisition under eminent domain.

Seller understands this is a voluntary transaction and that Seller is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and will not claim any such benefits.

2. Purchase Price and Method of Payment. The Seller acknowledges that the price to be paid for the property is the Pre-disaster (Hurricane Ian) Fair Market Value that was determined by a certified Florida Appraiser. The Purchase Price for the Property and improvements, described hereinabove, is **Four Hundred Fifty Thousand and NO/100 (\$450,000.00)** ("Purchase Price") to be paid at closing, which includes the Purchaser's good faith deposit of Two Hundred Fifty and No/100 Dollars (\$250.00), and less deductions (including Duplication of Benefits funds, defined hereinbelow), expenses, and prorations as provided herein, delivered by wire transfer payable to the order of Seller, at the time of closing and subject to the following:

- a. The Seller agrees, so long as this offer remains in effect, not to sell, mortgage, encumber, or otherwise dispose of the property or any part thereof, or interest therein, except to the Purchaser.
- b. Loss or damage to the Property by any cause shall be at the risk of the Seller until title has been conveyed to the Purchaser.
- c. The Seller agrees to deliver a good and sufficient general warranty deed conveying marketable title to the Property.
- d. It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the Property which are due and payable at the date of closing.
- e. Pursuant to 44 C.F.R. Part 206.191, in an effort to prevent waste, fraud, and abuse, FEMA funds being used for the purchase of the Property, cannot and will not duplicate benefits, that have been received by the Seller for the same need from any other funds ("Duplication of Benefits" or "DOB"). It is understood by all parties that funds determined to be Duplication of Benefits funds shall be deducted from the proceeds due to Seller.
- f. Upon approval by City Council and execution of the Contract by the Mayor and the City Clerk, a good faith deposit of Two Hundred Fifty and No/100 Dollars (\$250.00), shall be paid to and held in trust by Columbia Title Research Corporation Trust Account, 200 Forest Lake Boulevard, Daytona Beach, FL 32119; referred to as "Escrow Agent," delivered within three business days of City Council approval.

3. Contingencies.

- a. Seller shall vacate the Property on or before the Closing Date, defined hereinbelow. The Property shall be delivered at closing free of any tenant or occupancy whatsoever. If Seller does not timely vacate the property, the Purchaser shall have the right to void his contract, unless an extension has been agreed upon between Seller and the Purchaser.
- b. Purchaser shall have the right to perform any and all inspections on the property up until the Settlement Date. If Purchaser's inspections are not satisfactory to the

Purchaser, the Purchaser shall have the right to void this contract. Purchaser shall also have the right to void this contract if the Purchaser's intended use of the property is a violation of any restrictive covenants on the property that cannot be modified.

- c. Purchaser and Seller acknowledge that the purchase of the property is with U.S. Department of Homeland Security Federal Emergency Management Agency ("FEMA") funds. The Seller acknowledges that this Contract does not constitute a commitment of funds, until approval by the City Council of the City of Port Orange, evidenced by a majority vote of council in favor of the purchase, in a public meeting, after 30 days' public notice, evidenced by the Mayor and City Clerk duly executing this Contract.
- d. Purchaser and Seller acknowledge that the purchase of the property is with U.S. Department of Homeland Security Federal Emergency Management Agency ("FEMA") funds. The Seller and Purchaser acknowledge that the conveyance of the Property is subject to the FEMA Deed Restrictions set forth in **Exhibit "B"**, attached hereto and made a part hereof by reference.

4. Title and Survey.

- a. Title Insurance and Commitment. Not later than Ten (10) days after approval by City Council, Seller shall cause to be delivered to the City Attorney's Office, on behalf of the Purchaser, a title insurance commitment, covering the Property, (the "Commitment"). An Owner's ALTA policy, insuring Purchaser for the full amount of the purchase price against loss or damage by reason of defect in the title of Seller in the Property shall be delivered to Purchaser at the time of closing. Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable or prohibits the Purchaser from its desired use of the property) and to all governmental statutes, ordinances, rules, and regulations. The Seller expressly agrees herein to furnish to the Purchaser any documents in Seller's possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title, if needed. Seller agrees to convey by marketable title with a general warranty deed (unless otherwise agreed by the Parties), free of encumbrances, except as otherwise stated herein.
- b. Survey. Purchaser, at Purchaser's expense, may have the Property surveyed and certified by a registered Florida Surveyor.

5. Taxes and assessments. Seller agrees to pay before delinquency all taxes, assessments and utility charges, if any, which may be due currently or may hereafter become due on the Property until and including the day of closing.

6. Closing Costs. Purchaser shall be responsible for all closing costs including, deed preparation, title search, closing fee (including preparation of closing statement), title insurance, documentary stamps and intangible tax, and all recording fees, if applicable. Except that Seller shall be responsible for any costs necessary to deliver a marketable title including but not limited to payoffs for mortgages, assessments, lien, outstanding utilities, and recording of satisfactions thereto, if applicable. If Seller is represented by a realtor or attorney, the Seller is responsible for all realtor and attorney fees. Costs of environmental audits, surveys, and other inspections shall be paid by the Purchaser.

7. Risk of loss. Risk of loss or damage to the Property by fire or other casualty between the date of this Contract and Closing shall be and is assumed by Seller.

8. Rental Agreements. Seller warrants that no other persons have any right to possession of the Property and the Seller shall not enter into any Lease or other instrument granting possessory rights subsequent to the execution of this Contract.

9. Deed. Seller agrees, upon full payment of the purchase price in the manner herein specified, to execute and deliver to Purchaser a good and sufficient warranty deed to the Property subject to the FEMA Deed Restrictions set forth in **Exhibit B**, which shall be made a part of said deed, evidenced by both Parties execution at Closing.

10. Closing. Closing shall take place in Volusia County, Florida at the office of the Escrow Agent on or before **Ninety (90) days** following the approval of this Contract by the Port Orange City Council, said date being May 18, 2026 ("Closing Date"). The deed will be prepared in the name of the City of Port Orange, FL or as otherwise stipulated by Purchaser, and delivered at closing. Subject to the terms and conditions contained herein, the Escrow Agent shall be authorized to disburse the sales proceeds at the time of closing. Following the closing, Purchaser shall have the right to exclusive possession of the Property.

11. Tangible Personal Property and Fixtures. At the time of closing, this sale includes all property, fixtures, equipment, and improvements of any kind left on the Property. Personal property, including equipment, improvements, and fixtures, can be removed from the Property prior to the Vacancy Inspection so long as this removal does not cause health or safety concerns on the Property. After the Vacancy Inspection date, Seller shall not be allowed to remove any personal property, fixtures or other items otherwise agreed upon between Purchaser and the Seller.

12. Vacancy Inspection. The Vacancy Inspection is required before the Purchaser can take possession of the Property. An inspection of the Property must occur no later than the day before the closing, unless another time is otherwise agreed upon between the Purchaser and the Seller. The Seller acknowledges and agrees that on the Vacancy Inspection date, the Purchaser will require the Property to be secured, including but not limited to all external doors and windows. If the property is not secured, the Vacancy Inspection and closing may be required to be

rescheduled for a later date. The Seller agrees that all utilities will be turned off on or before the Vacancy Inspection date. Seller shall be responsible for the payment of all utilities up to the date of closing. The following items are **required to be completed prior** to the Vacancy Inspection:

- Purchaser or Purchaser's authorized representative is required to be present at the vacancy inspection.
- At the time of inspection, verify all utilities are turned off, including but not limited to, electrical, gas, plumbing, cable, and any other recurring services at the Property. Purchaser is to advise the utility company that the property will be demolished.
- All personal property, fixtures, and/or any other items on the Property need to be removed from the Property. This includes, but is not limited to vehicles and vessels, personal items, and items in the household the current owner wishes to keep. **After the Vacancy Inspection is complete, all items remaining on the property will become the City's property.**
- The Property needs to be completely vacated. At the time of the Vacancy Inspection, no individuals can be residing on the Property.
- The Property needs to be secured and inaccessible to the public. This includes, but is not limited to, confirming that all doors and windows lock and all openings are secured. If windows or doors are not secured, the necessary steps need to be taken to secure the building (such as placing boards over the windows).
- Please ensure that all hazardous items have been removed from the household and properly disposed of. This includes, but is not limited to, household cleaners, paints, oils, and batteries.

13. Fees. For the purpose of brokerage fees, Purchaser and Seller have not utilized the services of a Florida Real Estate Broker. Purchaser shall be responsible for the appraisal report prepared at its request, and Seller shall be responsible for fees incurred of Seller's independent review of this Contract by attorneys, engineers, and other professionals, if any.

14. Acknowledgements. The Seller acknowledges that it has had an opportunity to review this Contract and that it has had an opportunity, if needed, to contact an attorney of its choice to review this Contract, and the Seller enters into this Contract fully understanding the nature thereof and saves and holds harmless the Purchaser and its agents as a result of this Contract or anything incident to the sale of the referenced real property.

15. Other Offers to Purchase. Seller acknowledges there are no existing contracts or options to purchase on said Property as of execution of this Contract to Sale and Purchase of Real Property.

16. Access to Property. Seller agrees to allow Purchaser and Purchaser's employees, consultants, agents, and representatives access to the Property upon execution of this Contract by Seller and extending to the time of closing for the purpose of conducting surveys,

environmental audits and inspections of the premises. Seller shall not be responsible for any cost, expense, damage or liability to Purchaser's employees, consultants, agents, and representatives as a result of accessing the property. Where practical, prior notice via telephone or email shall be provided from Purchaser to Seller anytime Purchaser's employees, consultants, agents, and representatives will be accessing the property.

17. Seller Closing Action Items. The Seller agrees that all utilities will be disconnected on or before the Vacancy Inspection date. Seller shall be responsible for the payment of all utilities up to the date of closing. The Seller shall close any open building permits or code enforcement proceedings prior to closing.

18. Entire Agreement. This Contract supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral agreement or representations prior hereto shall be included herein unless set forth in writing. Any change to this Contract shall be in writing.

19. Effective Date. The Effective Date for the Contract shall be the date of approval by the City Council for the City of Port Orange, Florida; such approval shall be evidenced by the signing of the Mayor and the City Clerk.

20. Counterparts. This Contract 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 electronic transmittal of an executed copy of this Contract shall be deemed valid as if an original signature was delivered.

Warning: Any person who knowingly makes a false claim or statement to FEMA may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

This Contract for Sale and Purchase of Real Property is executed by the parties as of the respective dates shown below.


FOR THE CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

WITNESSES:


First Witness Signature Above, Printed Name Below:
Jason Wyckoff


Second Witness Signature Above, Printed Name Below:
Valerie Dahl

SELLER:

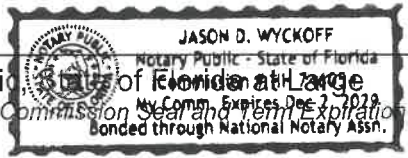
By: 
Joseph Myron Stipanovic

By: 
Shirley Madden Stipanovic

Date: December 30, 2025

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract for Sale and Purchase of Real Property was acknowledged before me by means of [XX] physical presence or [] online notarization this 30th day of December, 2025, by *Joseph Myron Stipanovic and Shirley Madden-Stipanovic*, the Sellers named in the foregoing Contract, who (Notary, please check as applicable): [] took an oath or [] did not take an oath; and who [] is/are personally known to me or has produced Driver license as identification.

Notary Public,  Jason D. Wyckoff
Notary Public - State of Florida
Printed Name, Commission Seal and Term Expiration Date
My Comm. Expires Dec 2, 2028
Bonded through National Notary Assn.

WITNESSES:

**CONTRACT FOR SALE AND PURCHASE
OF REAL PROPERTY:**

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

First Witness Signature Above, Printed Name Below:

By: _____
Scott Stiltner, Mayor

First Witness Signature Above, Printed Name Below:

Attest: _____
Robin L. Fenwick, City Clerk

Witnesses as to Both

Date: _____, 2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2026, by Scott Stiltner as Mayor and Robin L. Fenwick as City Clerk, both of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

EXHIBIT "A"

LOT 8, CAMBRIDGE ACRES SUBDIVISION, ACCORDING TO PLAT THEREOF
RECORDED IN MAP BOOK 34, PAGES 23 THROUGH 26, INCLUSIVE, OF THE PUBLIC
RECORDS OF VOLUSIA COUNTY, FLORIDA.

Parcel Identification Number: 6322-02-00-0080

EXHIBIT "B"

FEMA Deed Restrictions

In reference to the property 5899 Trailwood Drive, Port Orange, Florida 32127, conveyed by the Deed between Joseph Myron Stipanovic and Shirley Madden-Stipanovic, participating in the federally-assisted acquisition project ("the Grantor") and the City of Port Orange ("the Grantee"), its successors and assigns:

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, **Hazard Mitigation Grant Program ("HMGP")**, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

Whereas, the City of Port Orange has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency ("FEMA"), and has entered into a mitigation grant program Grant Agreement dated September 16, 2025, with FEMA and herein incorporated by reference, making it a mitigation grant program grantee.

Whereas, the Property is located in the City of Port Orange, Florida, and the City of Port Orange participates in the National Flood Insurance Program ("NFIP") and is in good standing with NFIP as of the date of the Deed;

Whereas, the City of Port Orange, acting by and through the City of Port Orange's City Council, has applied for and been awarded federal funds pursuant to an agreement with the State of Florida dated September 16, 2025, and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the HMGP program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

- b. Structures. No new structures or improvements shall be erected on the Property other than:
- i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - ii. A public restroom; or
 - iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 2 feet of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement.

This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns, including the State or Tribe, shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on January 31st, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties have caused the foregoing Agreement to be executed on the dates stated below.

Witnesses:

Val Duhl
Witness Signature

Printed Name: Valerie Duhl

GRANTOR:

Joseph Myron Stipanovic
By: Joseph Myron Stipanovic

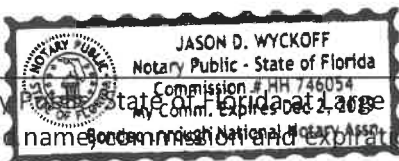
Date: 12/30/2025

Shirley Madden-Stipanovic
By: Shirley Madden-Stipanovic

Date: 12/30/2025

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 30th day of December, 2025, by Jason Wyckoff, who is authorized to execute the foregoing AGREEMENT, and who is personally known to me, or has produced Driver License as identification.


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

GRANTEE:
CITY OF Port Orange
A Florida municipal corporation

Witnesses:

Witness Signature

Printed Name: _____

Date: _____

By: _____
Scott Stiltner, Mayor

Date: _____

ATTEST:

By: _____
Robin Fenwick, MMC, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by Scott Stiltner, Mayor and Robin Fenwick, City, both of the City of Port Orange, Florida, who are authorized to execute the foregoing AGREEMENT, and who is personally known to me, or has produced _____ as identification.

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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/17/2026

SUBJECT: (G20c) Approval of Contract to Purchase 842 Bears Trail for the Nixon Lane Stormwater Pond and Pump Station Project

DEPARTMENT: City Manager

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the purchase of real property located at 842 Bears Trail for \$363,000 plus authorize an additional \$5,000 for estimated closing costs; and authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: Staff is requesting City Council approval to purchase the property located at 842 Bears Trail for \$363,000 plus authorize an additional \$5,000 for estimated closing costs. City Staff contracted with a local appraisal company to provide a report on the fair market value of the property. The seller is offering the property at \$363,000, equal to the appraised value of the property.

The purchase of the approx. 2 acre property is a strategic move that provides several benefits to the City. One significant advantage is the planned stormwater pond and pump station under City's Capital Improvement Project, Nixon Lane Stormwater Pond & Pump Station.

This is a vital component of the City's infrastructure planning, especially considering the challenges faced by areas developed in the 1970s and 1980s before the implementation of current stormwater requirements. These areas have experienced flooding multiple times, with the most recent instance being due to Hurricane Ian in 2022 and Hurricane Milton in 2024. The proposed stormwater pond will serve the purpose of storing and treating stormwater runoff from Nixon Lane east of Nova Rd. from Jackson Street to McDonald Road. This measure aligns with contemporary stormwater management practices and aims to mitigate the impact of flooding in these areas. The design and construction of the stormwater pond will be a future Capital Improvement Project for the City. Additional funding for this project has been requested through State Appropriations.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	842 Bears Trail Purchase and Sale	842 Bears Trail Purchase and Sale
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Agreement for CC	Agreement for CC.pdf
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Robin Fenwick	Created/Initiated - 01/27/2026
Robin Fenwick	Approved - 01/29/2026
Sue Wang	Approved - 01/30/2026
Matthew Jones	Approved - 02/05/2026
Wayne Clark	Final Approval - 02/06/2026



**OPTION TO PURCHASE CONTRACT AND
CONTRACT FOR SALE AND PURCHASE
OF REAL PROPERTY**

THIS OPTION TO PURCHASE CONTRACT AND CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY, hereinafter, the "Contract" is made and entered into this _____ day of _____, 2026, between Joan H. Costello whose address is 842 Bears Trail, Port Orange, Florida 32129, hereinafter referred to as "Seller"; and CITY OF PORT ORANGE, FLORIDA, a municipal corporation, mailing address: c/o City Manager, 1000 City Center Circle, Port Orange FL 32129-4144, hereinafter referred to as "Purchaser." All references in this Contract to the singular shall include the plural where applicable.

For good and valuable consideration in the amount of Two Hundred and NO/100 Dollars (\$200.00) issuance of which will be requested immediately upon execution of the Option to Purchase Contract by Seller and City Manager, and may be picked up by Seller upon notice by the City, the parties agree as follows:

1. Subject to the exercise of the Option to Purchase Contract, hereinafter "Option" evinced by City Council approval as set forth in Section 16, Seller agrees to sell and Purchaser agrees to purchase the following described real estate, with its appurtenances, located at 842 Bears Trail, Port Orange, County of Volusia, State of Florida:

PART OF LOTS 3 5 & 6 MEAS 426.25 FT ALONG WEST LINE OF CHRISTY UNREC SUB & 200 FT ON NORTH LINE OF NIXON LN PLANTATION ACRES MB 23 PGS 69-70 INC PER OR 0707 PG 0466 PER OR 1739 PG 0580 PER OR 2500 PG 0859 PER UNREC DEATH CERTIFICATE.

Also being identified as Parcel Number 6337-04-00-0056; the subject real estate being hereinafter referred to as the "Property".

General Description and Vicinity of Property: generally located southwest of McDonald Road, north of Nixon Lane, Port Orange, Volusia County, Florida.

Tangible Personal Property and Fixtures: If applicable, prior to the date of closing, Seller shall remove all personal property, furnishings, appliances, fixtures, and miscellaneous debris; and shall secure all exterior openings of the structure. Upon closing, any Tangible Personal Property and Fixtures, as defined herein, remaining on the Property shall be the property of the Purchaser and Seller shall have no further right of removal.

Conveyance by the Seller and Purchase by the Purchaser of the above-described Property is subject to the *Standards for Real Estate Transactions* set forth on the form contract approved by The Florida Bar and The Florida Association of Realtors, Inc., attached hereto

as **Exhibit "A."** In the event of a conflict between the terms of the Contract and the terms contained in **Exhibit "A,"** this Contract shall control.

2. Purchase Price and Method of Payment. The purchase price payable to Seller is as follows:

- (a) The Purchase Price for the Property is: **Three Hundred Sixty-Three Thousand and NO/100 Dollars (\$363,000.00)**; and
- (b) Upon approval by City Council and execution of the Contract for Purchase by the Mayor and the City Clerk, a good faith deposit of Two Hundred Fifty and No/100 Dollars (\$250.00), shall be paid to and held in trust by Columbia Title Research Corporation Trust Account, 200 Forest Lake Boulevard, Daytona Beach, FL 32119; referred to as "Escrow Agent,"; and
- (c) The total Purchase Price, which includes the Purchaser's good faith deposit of Two Hundred Fifty and No/100 Dollars (\$250.00), less expenses and prorations as provided in Standard K and Standard L of **Exhibit "A"**, and as otherwise agreed herein, delivered at the time of closing, payable to the Seller.

3. Title and Survey.

- (a) **Marketable Title.** Seller shall convey to Purchaser marketable title to the Property, determined in accordance with the Title Standards in **Exhibit "A"**.
- (b) **Title Insurance and Commitment.** Not later than Ten (10) days after approval by City Council, Seller shall cause to be delivered to the City Attorney's Office, on behalf of the Purchaser, a title insurance commitment, in accordance with Standard "A" of **Exhibit "A"**, (the "Commitment"). Upon recording the deed for the Property, Seller shall facilitate an Owner's ALTA policy, insuring Purchaser's marketable title for the full amount of the purchase price against loss or damage by reason of defect in the title of Seller in the Property.
- (c) **Survey.** Purchaser, at Purchaser's expense, may have the Property surveyed and certified by a registered Florida Surveyor.

4. Taxes and assessments. Seller agrees to pay before delinquency all taxes, assessments and utility charges, if any, which may be due currently or may hereafter become due on the premises until and including the day of closing.

5. Risk of loss. Risk of loss or damage to the Property by fire or other casualty between the date of this Contract and Closing shall be and is assumed by Seller.

6. Rental Agreements. Seller warrants that no other persons have any right to possession of the Property and the Seller shall not enter into any Lease or other instrument granting possessory rights subsequent to the execution of this Contract.

7. Deed. Seller agrees, upon full payment of the purchase price in the manner herein specified, to convey by marketable title to Purchaser with a good and sufficient warranty deed to the Property.

8. Closing. Closing shall take place in Volusia County, Florida at the office of the Escrow Agent on or before One Hundred Twenty (120) days following the approval of this Contract by the Port Orange City Council. The date of closing may be extended upon mutual agreement of the parties. At the closing, Seller shall provide Purchaser with the deed to the Property and other documents in accordance with Standard J of **Exhibit "A"**. Subject to the terms and conditions contained herein, the Escrow Agent shall be authorized to disburse the sales proceeds at the time of closing. Following the closing, Purchaser shall have the right to exclusive possession of the Property.

9. Closing Costs. Seller shall pay all closing costs, including but not limited to Florida documentary tax stamps, and instruments to cure title defects. Purchaser shall only pay for owner's title policy, costs of environmental audits, surveys, and other inspections as determined by the Purchaser.

10. Fees. For the purpose of brokerage fees, Purchaser and Seller have not utilized the services of a Florida Real Estate Broker. Purchaser shall be responsible for the appraisal report prepared at its request, and Seller shall be responsible for fees incurred with Seller's independent review of this Contract by attorneys, engineers, and other professionals, if any.

11. Environmental Audit. For the period beginning with the date the Option is executed by the City Manager and continuing until Fifteen (15) days before the date of closing, hereinafter referred to as the "Inspection Period", Purchaser shall have the right to conduct an environmental audit of the Property which audit shall be certified to Purchaser. In the event the environmental audit detects the presence of any hazardous materials, unique prehistoric or historic artifacts, relics, or structures of archaeological value, or of the remains of deceased persons interred therein on the Property, Purchaser shall have the right to unilaterally terminate this Agreement by serving written notice to Seller within the Inspection Period. In case of termination of the Agreement pursuant to this Section 11, the Earnest Money shall be returned to Purchaser and neither party shall have any further obligation or liability under this Agreement. For purposes of this Contract, "hazardous materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any federal, state or local environmental laws, statutes, ordinances, rules, regulations, restrictions or orders relating to liability or standards of conduct.

12. Purchaser's Intended Use of the Property. The restrictions, easements, leases, if any, and limitations of record shall not prevent the Purchaser from exercising its rights for its intended use of the Property including all lawful purposes consistent with the local zoning regulations and the elimination and prevention of the development or spread of slums and urban blight. In the event that Purchaser determines that the Property cannot be used for its intended purposes, then the Purchaser shall be entitled to terminate this Contract prior to the expiration of the Inspection Period.

13. Default by Seller. If Seller is unable to convey marketable title to the Property

in accordance with the terms of this Contract, or otherwise fails to perform this Contract within the time specified for closing or any extension thereof, the costs of examining the title, surveying the Property, and inspecting and auditing the Property shall, at the option of Purchaser, be paid by Seller to Purchaser on demand. Service of such demand shall be made by certified mail, return receipt requested to Seller as identified and at their respective mailing address shown above, with a copy to Seller's agent or other authorized representative as Seller may indicate in writing to Purchaser. Purchaser shall have the right of specific performance and all other remedies at law or equity. Election of any options by Purchaser or failure of Purchaser to exercise any rights granted by this Contract shall not be construed as a waiver of any action for damages resulting from Seller's default.

14. Other Offers to Purchase. Seller acknowledges there are no existing contracts or options to purchase on said Property as of execution of this Option to Purchase Contract and Contract to Sale and Purchase of Real Property.

15. Access to Property. Seller agrees to allow Purchaser and Purchaser's employees, consultants, agents and representatives access to the Property upon execution of this Contract by Seller and extending to the time of closing for the purpose of conducting surveys, environmental audits and inspections of the premises.

16. **Option to Purchase and Approval of Contract for Sale and Purchase of Real Property. Upon execution of this Option by the Seller and the City Manager, the City of Port Orange shall have the option for sixty (60) days to purchase the property described herein and in accordance with the terms described herein. The City Manager's signature on this Option shall not bind the City of Port Orange for the purchase of the Property until approved by the City Council. The City Council of the City of Port Orange may exercise the Option in a public meeting after 30 days' public notice, by casting a majority vote of the City Council in favor of exercising the option and by the Mayor and City Clerk duly executing this Contract. If this Contract is not approved by the City Council on or before the 60th day after execution of the Option by the City Manager, then the City shall provide written notice to Seller and the Escrow Agent and thereafter the City shall not be responsible for any other cost, expense, damage or liability and the parties shall both be discharged and released from any further responsibility under this Contract.**

17. Effective Date. The Effective Date of the Option to Purchase Contract shall be the date of execution of said Option to Purchase Contract which shall be evidenced by the signing of the Seller and the City Manager. The Effective Date for the Purchase Contract shall be the date of approval by the City Council for the City of Port Orange, Florida; such approval shall be evidenced by the signing of the Mayor and the City Clerk.

18. Counterparts. This Contract 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 electronic transmittal of an executed copy of this Contract shall be deemed valid as if an original signature was delivered.

This Option to Purchase Contract and Contract for Sale and Purchase of Real Property

Page 4 of 7

Option to Purchase Contract and Contract for Sale and Purchase — Parcel Number 6337-04-00-0056

REV. SKB 01-05-2026

is executed by the parties as of the respective dates shown below.

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**FOR THE OPTION TO PURCHASE CONTRACT AND
CONTRACT FOR SALE AND PURCHASE OF REAL
PROPERTY**

WITNESSES:

Cody
First Witness Signature Above, Printed Name Below:

Tracee Cody

[Signature]
Second Witness Signature Above, Printed Name Below:

Stephanie DiPietrantonio

SELLER:

By: Joan H. Costello
Joan H. Costello

Date: 1-9-26, 2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Option to Purchase Contract and Contract for Sale and Purchase of Real Property was sworn to and acknowledged before me by means of [XX] physical presence or [] online notarization this 9 day of January, 2026, by Joan H. Costello, the Seller named in the foregoing Contract, who (Notary, please check as applicable): [] took an oath or [X] did not take an oath; and who [X] is personally known to me or [] has produced _____ as identification.

[Signature]

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date



ROBIN L. FENWICK
Commission # HH 427199
Expires August 26, 2027

FOR THE OPTION TO PURCHASE CONTRACT:

CITY OF PORT ORANGE

By: [Signature]
Wayne Clark, City Manager

Date: Jan. 9, 2026

The foregoing Option to Purchase Contract was sworn to and acknowledged before me by means of physical presence or online notarization this 9th day of January, 2026, by Wayne Clark, the City Manager for the City of Port Orange, Florida, who (Notary, please check as applicable): took an oath or did not take an oath; and who is personally known to me or has produced _____ as identification.

[Signature]

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date



ROBIN L. FENWICK
Commission # HH 427199
Expires August 26, 2027

WITNESSES:

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY:

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

Printed Name:

By: _____
Scott Stiltner, Mayor

Date: _____, 2026

Printed Name:

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

Witnesses as to Both

Date: _____, 2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me by means of [XX] physical presence or [] online notarization this ____ day of _____, 2026, by Scott Stiltner as Mayor, and Robin L. Fenwick as City Clerk, both of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

EXHIBIT "A"

STANDARDS FOR REAL ESTATE TRANSACTIONS

126
127 **A. TITLE INSURANCE:** The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an
128 owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in
129 Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopted by
130 authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is found defect-
131 tive, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which
132 Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120
133 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to
134 so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within
135 the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby
136 releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title Commitment and it is delivered to Buyer less than 5 days prior
137 to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with this Standard.

138 **B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER:** A purchase money mortgage and mortgage note to Seller shall provide for a
139 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment
140 in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept
141 in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a
142 standard mortgagee clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage
143 endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note
144 and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mort-
145 gages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the
146 Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evi-
147 denced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

148 **C. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified
149 by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, ease-
150 ments, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.

151 **D. WOOD DESTROYING ORGANISMS:** "Wood Destroying Organisms" (WDO) shall be deemed to include all wood destroying organisms required to be report-
152 ed under the Florida Structural Pest Control Act, as amended. Buyer, at Buyer's expense, may have the Property inspected by a Florida Certified Pest Control Operator
153 ("Operator") within 20 days after the Effective Date to determine if there is any visible active WDO infestation or visible damage from WDO infestation, excluding fences.
154 If either or both are found, Buyer may within said 20 days (1) have cost of treatment of active infestation estimated by the Operator; (2) have all damage inspected
155 and cost of repair estimated by an appropriately licensed contractor; and (3) report such cost(s) to Seller in writing. Seller shall cause the treatment and repair of all
156 WDO damage to be made and pay the costs thereof up to the amount provided in Paragraph XI(a). If estimated costs exceed that amount, Buyer shall have the
157 option of canceling this Contract by giving written notice to Seller within 20 days after the Effective Date, or Buyer may elect to proceed with the transaction and
158 receive a credit at Closing equal to the amount provided in Paragraph XI(a). If Buyer's lender requires an updated WDO report, then Buyer shall, at Buyer's expense,
159 have the opportunity to have the Property re-inspected for WDO infestation and have the cost of active infestation or new damage estimated and reported to Seller
160 in writing at least 10 days prior to Closing, and thereafter, Seller shall cause such treatment and repair to be made and pay the cost thereof, provided, Seller's total
161 obligation for treatment and repair costs required under both the first and second inspection shall not exceed the amount provided in Paragraph XI (a).

162 **E. INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described
163 in Paragraph VII hereof and title to the Real Property is insurable in accordance with Standard A without exception for lack of legal right of access.

164 **F. LEASES:** Seller shall, at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature
165 and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each ten-
166 ant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact ten-
167 ant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written
168 notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

169 **G. LIENS:** Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement,
170 claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days imme-
171 diately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction
172 liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such gen-
173 eral contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a
174 construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.

175 **H. PLACE OF CLOSING:** Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing
176 Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.

177 **I. TIME:** Calendar days shall be used in computing time periods except periods of less than six (6) days, in which event Saturdays, Sundays and state or nation-
178 al legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the
179 next business day. Time is of the essence in this Contract.

180 **J. CLOSING DOCUMENTS:** Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases,
181 tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.

182 **K. EXPENSES:** Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's loan (whether obtained
183 from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed,
184 mortgagee title insurance commitment with related fees, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by
185 Buyer. Unless otherwise provided by law or rider to this Contract, charges for related closing services, title search, and closing fees (including preparation of
186 closing statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

187 **L. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing.
188 Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased
189 or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance rent and
190 security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax
191 with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's millage is not
192 fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not
193 available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improve-
194 ments were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed
195 upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemp-
196 tions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.

197 **M. (RESERVED - purposely left blank)**

198 **N. INSPECTION AND REPAIR:** Seller warrants that the ceiling, roof (including the fascia and soffits), and exterior and interior walls, and foundation of the Property
199 do not have any visible evidence of leaks, water damage, or structural damage and that dockage, seawalls, septic tank, pool, all appliances, mechanical items,
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STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

201 heating, cooling, electrical, plumbing systems, and machinery are in Working Condition. The foregoing warranty shall be limited to the items specified unless
 202 otherwise provided in an addendum. Buyer may inspect, or, at Buyer's expense, have a firm or individual specializing in home inspections and holding an
 203 occupational license for such purpose (if required), or by an appropriately licensed Florida contractor, make inspections of, those items within 20 days after
 204 the Effective Date. Buyer shall, prior to Buyer's occupancy but not more than 20 days after Effective Date, report in writing to Seller such items that do not
 205 meet the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall be deemed to have waived Seller's warranties as to defects
 206 not reported. If repairs or replacements are required to comply with this Standard, Seller shall cause them to be made and shall pay up to the amount pro-
 207 vided in Paragraph XII (b). Seller is not required to make repairs or replacements of a Cosmetic Condition unless caused by a defect Seller is responsible to
 208 repair or replace. If the cost for such repair or replacement exceeds the amount provided in Paragraph XII (b), Buyer or Seller may elect to pay such excess,
 209 failing which either party may cancel this Contract. If Seller is unable to correct the defects prior to Closing, the cost thereof shall be paid into escrow at Closing.
 210 For purposes of this Contract: (1) "Working Condition" means operating in the manner in which the item was designed to operate; (2) "Cosmetic Condition"
 211 means aesthetic imperfections that do not affect the Working Condition of the item, including, but not limited to: pitted marcite or other pool finishes; missing
 212 or torn screens; fogged windows; tears, worm spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes,
 213 chips or caulking in ceilings, walls, flooring, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks; and (3) cracked
 214 roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual
 215 leaks or leakage or structural damage, but missing tiles will be Seller's responsibility to replace or repair.

216 **O. RISK OF LOSS:** If, after the Effective Date, the Property is damaged by fire or other casualty ("Casualty Loss") before Closing and cost of restoration
 217 (which shall include the cost of pruning or removing damaged trees) does not exceed 1.5% of the Purchase Price, cost of restoration shall be an obligation
 218 of Seller and Closing shall proceed pursuant to the terms of this Contract and if restoration is not completed as of Closing, restoration costs will be escrowed
 219 at Closing. If the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with the 1.5% or receive a
 220 refund of deposit(s) thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage
 221 by casualty or other natural occurrence shall be the cost of pruning or removal.

222 **P. CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841, F.S.,
 223 as amended, the escrow and closing procedure required by this Standard shall be waived. Unless waived as set forth above the following closing procedures
 224 shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is rendered
 225 unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt
 226 of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5
 227 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and recon-
 228 vey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all
 229 rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

230 **Q. ESCROW:** Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit
 231 them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear
 232 shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to
 233 hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the
 234 rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts
 235 as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to
 236 the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as
 237 amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the sub-
 238 ject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or
 239 equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or
 240 Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

241 **R. ATTORNEY'S FEES; COSTS:** In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such
 242 litigation, which, for purposes of this Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by
 243 Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

244 **S. FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid
 245 by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consid-
 246 eration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this
 247 Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to
 248 make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect
 249 to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

250 **T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES:** Neither this Contract nor any notice of it shall be recorded in any public
 251 records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include
 252 plural and one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by
 253 or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile or electronic (including
 254 "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

255 **U. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as
 256 appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the
 257 request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

258 **V. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No
 259 modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

260 **W. SELLER DISCLOSURE:** There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or
 261 which have not been disclosed to Buyer.

262 **X. PROPERTY MAINTENANCE; PROPERTY ACCESS; REPAIR STANDARDS; ASSIGNMENT OF CONTRACTS AND WARRANTIES:** Seller shall
 263 maintain the Property, including, but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and tear and
 264 Casualty Loss excepted. Seller shall, upon reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including
 265 a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and, subject to the foregoing, that all required
 266 repairs and replacements have been made, and that the Property has been maintained as required by this Standard. All repairs and replacements shall
 267 be completed in a good and workmanlike manner, in accordance with all requirements of law, and shall consist of materials or items of quality, value,
 268 capacity and performance comparable to, or better than, that existing as of the Effective Date. Seller will assign all assignable repair and treatment con-
 269 tracts and warranties to Buyer at Closing.

270 **Y. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the
 271 Property under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the
 272 Exchange, including the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the
 273 Closing shall not be contingent upon, nor extended or delayed by, such Exchange.